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GENERAL HEADINGS.

Cases Reported this Week.

Current Topics.

The Appeal Cause Lists.

THE EASTER cause lists shew that the work of the Court of Appeal is still abnormally heavy. A year ago the total number of appeals was 230; at the commencement of the Michaelmas Sittings it was 363; in January it was 329, and now it is 311. Thus some progress is being made in reducing the list, but it seems clear that the three courts which have been constituted, with the assistance of the Lord Chief Justice and LUSH and SCRUTTON, JJ., will be required throughout these sittings. The total number of Chancery appeals—32—is not high, but there are 188 King's Bench appeals (final and new trial) and 57 Workmen's Compensation appeals. The last figure is one more than in January; a year ago the workmen's appeals were 23 The appeal list includes *Watney, Combe, Reid & Co.* v. *Berners*, on the incidence of the increase of licence duties on free houses, which is standing for judgment; *Ryall* v. *Kidwell* (57 SOLICITORS' JOURNAL, 518; 1913, 3 K. B. 123), on the extent of a landlord's liability for non-repair under section 15 of the Housing, Town Planning, &c., Act, 1909; *Jay's Furnishing Co.* v. *Brand* (*ante*, p. 129; 1914, 1 K. B. 132), as to the exception in the Law of Distress Amendment Act, 1908, of goods comprised in a hire-purchase agreement; *Velasquez* v. *Inland Revenue Commissioners* (*ante*, p. 332), on the liability to stamp duty of assignments of foreign debts; and *Harper* v. *Eyjolfsson* (*ante*, p. 282), which raises an important question as to agreements between solicitors and their managing clerks.

The High Court Cause Lists.

IN THE Chancery Division we are glad to note that Mr. Justice NEVILLE has recovered and is back at work again. The lists in that division show a slight increase as compared with last term. The total of the matters awaiting the six judges is 301, and in addition there are 53 company matters. A year ago the corresponding figures were 265 and 48, and in January 290 and 68. We noticed last week the diminution in the actions in the King's Bench Division. The Divisional Court list now

contains 148 cases as against 215 in January and 270 a year ago; but the reduction is due to the removal of some 100 matters in the revenue paper which had been standing over *sine die*; as we have not observed that they have been disposed of, we presume they have been withdrawn. The list now, therefore, seems to represent the effective work of the Divisional Court. The total number of matters in the King's Bench Division is 310; in January it was 439; deducting the 100 revenue cases, the result is a substantial diminution in actions—216 have been reduced to 152—and an increase in the Divisional Court work—148 as compared with 115 in January. Making the like deduction of non-effective revenue cases, the Divisional Court list a year ago stood at 170.

Poor Litigants.

THE NEW rules relating to poor litigants which were issued in draft last December (*ante*, p. 141), have been issued in their final form, but we are obliged to defer printing them till next week. The limit of means is £50, but this may be raised to £100 if the judge personally so directs. The scheme requires that lists shall be kept by the prescribed officers of (1) solicitors and counsel willing to be assigned to report on cases; (2) solicitors and counsel willing to be assigned to assist poor persons in the conduct of proceedings. The prescribed officers are, in the High Court, masters nominated for that purpose, and in a district registry, the district registrar. Solicitors and counsel willing to be assigned in either capacity may send their names either to the prescribed officers in London or in the district registries (r. 23) To rule 25, which regulates the inquiry into an applicant's case and the report thereon, the provision has been added that the report, and any documents or information obtained for the purposes of the report, shall be treated as confidential, and shall not be shewn or disclosed to the parties or either of them. Various additions have been made to rule 26, which regulates the proceedings on application for admission to sue or defend as a poor person. The report will be produced to the court or a judge, and the order may be made on such terms as the court or judge may think fit. If the order is made, the prescribed officer will assign a solicitor and counsel to the applicant, and provision is now made for assigning a London agent and additional counsel. It is also provided that no solicitor or counsel who has reported on the case shall be so assigned or shall act for any other party to the litigation; and, further, that there shall be no appeal against a refusal to admit a person to sue or defend as a poor person without the leave of the court or a judge. Neither counsel nor solicitor will be at liberty to receive any remuneration, save that a solicitor may receive, either from the poor person or out of any fund which may from time to time be approved by the Lord Chancellor, the payment of his out-of-pocket expenses, and under rule 31 the court or judge may allow the solicitor his taxed costs out of money or property recovered up to one fourth of the value. Counsel cannot under any circumstances receive fees. The rules do not apply to bankruptcy proceedings, or, with certain exceptions, to criminal matters. They will come into operation on the 9th of June next, the first day of Trinity Sittings.

Land Value Referees and the Inland Revenue Commissioners.

WE PRINT elsewhere correspondence which has passed between Messrs. LONSDALE & EVERIDGE and the Inland Revenue Commissioners with respect to procedure on a claim to reversion duty. A lease of two houses was surrendered, and two separate leases granted on the same terms, simply as a matter of convenience to the lessees. A claim to reversion duty was made on the lessors, and, since it was not withdrawn, notice of appeal was given. Some three months later, the Commissioners offered to withdraw the assessment if the appeal were dropped. The lessors' solicitors naturally asked for costs, but this the Commissioners refused, and the appeal was heard by the referee and was successful. Apparently, the assessment was technically wrong as well as in substance unjustifiable, but, apart from this, the noteworthy point is that, pending the appeal, the Assistant-Solicitor of Inland Revenue wrote to the referee stating that the only question was one of costs, and that the responsibility for proceeding with the appeal rested with the other side. Our readers can form their own judgment as to the propriety of such a communication. A copy of the letter was sent to the appellants, and the proceeding therefore was not secret. But the referee is as much a judicial person as the judge of the High Court who hears appeals from him, and a letter from one party to the referee dealing with the conduct of the case seems as improper as would be a letter from a litigant to a judge of the High Court. We are under the impression that such letters are sometimes written and that judges mention them only to state that they are entirely futile. But we hardly expect to find public officials acting in this way.

The Retirement of Lord Justice Vaughan Williams.

THE LEAVES of autumn must fall in accordance with the inevitable decrees of nature, but no spectator can watch them as they fall without a feeling of sadness and regret. Something of the same melancholy sentiment is aroused in the legal practitioner who watches the death or retirement, one by one, of the distinguished judicial figures that marked the closing years of Queen VICTORIA'S reign. The retirement of Lord Justice VAUGHAN WILLIAMS, who, we hope, has many years of life and public usefulness still before him, withdraws one of the most individual in character and intellect of all these judges. The son of an early Victorian judge, he spent some thirty years at the junior bar and then some three-and-twenty on the bench. Nearly half of this latter period was spent as bankruptcy judge in the King's Bench Division and the other half in the Court of Appeal. In the former court his thoroughness, conscientiousness, and unwavering condemnation of lax practices, which had been too often condoned by his predecessors, gained him celebrity as well as the respect of the legal profession. This was emphatically illustrated in May, 1894, in the proceedings arising out of the winding up of the New Zealand Trust and Loan Co., and the learned judge's rugged independence in that matter effectually stopped the interference of the Board of Trade with the reports of official receivers, and led, immediately, to the retirement of the President, the late Mr. MUNDELLA, and ultimately, we think we may say, to the disqualification of Ministers of the Crown to hold directorships. In the Court of Appeal he gained a reputation for wide knowledge of law and a consummate mastery of legal subtleties which none had previously suspected him of possessing. But it must be confessed that he was occasionally over-subtle, and that he was sometimes led astray by his conscientious regard for accuracy, which made it impossible for him to enunciate a proposition without pointing out its limits. Appeals which came before the court in which he sat were sifted very thoroughly, but an unconscionable amount of time was apt to be taken up in the process. The litigious landlord in SCOTT'S "Antiquary," who revered the Court of Session for the "long and careful" way in which they considered justice, inasmuch as they had reheard his case fifteen times, would have found in Lord Justice VAUGHAN WILLIAMS something of the same painstaking anxiety in the search after truth which he admired in his own Scots judges. This, however, is the only defect—if defect it be—that can be charged against the retiring judge. A learned lawyer, a man of singularly generous and magnanimous character, and a gentleman who combined stately courtesy on the bench with the most unassuming demeanour in private life, Lord Justice VAUGHAN WILLIAMS will long be remembered by the courts of justice with sincere affection and respect.

The Appointment of Mr. Justice Pickford to the Court of Appeal.

THE VACANCY which Lord Justice VAUGHAN WILLIAMS' retirement has created in the Court of Appeal has been filled by the appointment of Mr. Justice PICKFORD. This promotion has long been expected, since the new Lord Justice is not only one of the soundest judges in the King's Bench Division, but has the advantage over one or two possible rivals in that he is still in the very prime of life. A distinguished Oxford man, Sir WILLIAM PICKFORD joined the common law bar, went the Northern Circuit, and soon gained a large shipping practice. One result of his appointment is that all the common law members of the Court of Appeal, Lords Justices KENNEDY, PHILLIMORE and PICKFORD, happen to be lawyers whose practice at the bar lay

chiefly in shipping cases—a significant tribute to the high repute for sound knowledge of legal principles which has long been enjoyed by this small but distinguished branch of the bar. Here is a possible danger. Commercial lawyers are not as a rule specially acquainted with the mysteries of Crown practice, or with the complex mazes of Local Government statutes, which furnish the Court of Appeal with a not inconsiderable portion of its work. The interpretation of statutes in the light of general legal principles derived from the law of torts, contracts and equity is apt to be the result: the plain intent of the Legislature is displaced in favour of technical subtleties and the artificial application of maxims that are really irrelevant. This, indeed, is one of the reasons why the House of Lords, recruited as it is very largely from the ranks of law officers (whose practice seldom is in the Commercial Court), is apt to be a sounder—although a less learned—court in a certain class of cases than is the intermediate tribunal of appeal. However this may be, the appointment of the new Lord Justice is a wholly admirable one; it has the great merit of adding an eminently practical lawyer to a tribunal which is apt to be just a little academic in its point of view.

The Retirement of Mr. Justice Channell.

GROWING PHYSICAL infirmities, we fear, and the pressure of a weight of years that now number nearly fourscore, have induced Mr. Justice CHANNELL to retire from that position in the King's Bench Division which he has so long adorned. The same reasons, no doubt, have prevented him from receiving promotion to the Court of Appeal during the succession of changes which, within the last two or three years, has almost completely transformed the personel of that tribunal. Not only is the retiring judge senior in years among those of his colleagues who are first instance judges; but his reputation as a really great lawyer has made him easily *primus inter pares* among those who have sat with him in the King's Bench Division during the last fifteen years. He is, indeed, the only first-rate common law judge who has not been more or less of a specialist. Unlike most great common law judges, it was not in the Commercial Court, or in dealing with problems of Shipping Law, that he gained his remarkable insight into legal principles; and the result is that—unlike some brilliant colleagues—he has always attained equal distinction in whatever branch of judicial work he has been engaged. In two matters, indeed, where judges of his division are nearly always weak, he has proved a very strong judge. One of these strong points has been his knowledge of Local Government Law and the multiplicity of statutes which vex the practitioner and confuse the judge who has to deal with a poor law, a rating, a registration, or a licensing case. Here he has displayed a thoroughness of grasp that has enabled him to grapple successfully in the Divisional Court with that avalanche of case-lore with which the redoubtable Mr. DANCKWERTS is apt to overwhelm judges less sure of their ground. Again, he has an admirable knowledge of real property law, and the result is that whenever a Divisional Court decision on the law of landlord and tenant, or easements and rights of way, is quoted as an authority in the Chancery Division, it will usually be found that Mr. Justice CHANNELL was a member of the court which pronounced it. As a judge in criminal cases, too, his good sense, mastery of the law of evidence, and understanding of the often archaic rules of indictment and procedure, have earned for him an exceedingly high reputation. His retirement leaves a gap in our judicial system, since there remains, perhaps, in the King's Bench Division no judge who can be said to possess familiarity with the law and practice of every class of case which he may be called upon to try.

The New Judges.

THE RETIREMENT of one judge and the promotion of another have left two vacancies in the King's Bench, and these have been filled by the appointment of Mr. MONTAGU SHEARMAN, K.C., and Mr. JOHN SANKEY, K.C. The first of these appointments has long been anticipated, since Mr. SHEARMAN has for some time past been the leading silk in general practice on the common law side. As an advocate, indeed, he has been rather a successor in practice than a rival in reputation to the giants of some half-dozen years ago, such as the present Lord Chief Justice, Mr. Justice ELDON BANKES and Mr. Justice MONTAGU LUSH; but as a "practitioner" on whom a client can always rely to put up a good fight, and make no blunder of tactics or procedure, he is second to no one. A sound lawyer, who takes no false points if he never displays striking profundity or originality, and a model of all-round practical efficiency, the new judge would have satisfied WELLINGTON'S definition of a good general as one "who never makes blunders." His colleague, Mr. SANKEY, is a lawyer of a very different type. His appointment, indeed, has come as a surprise to most people, and he is somewhat of a dark horse. A young man as years go at the bar, for he is but seven and forty, he took silk so recently as 1909, and his practice has been confined to circuit work in Wales and workmen's compensation cases in the Court of Appeal and the House of Lords. He is a man of great ability and striking personal dignity, however, and many of his arguments in the Court of Appeal have impressed all who heard them by their intellectual force and grasp of principles. Indeed, the interpretation of the Workmen's Compensation Act of 1906, and the application to that interpretation of large general principles drawn from the law of torts and contracts, has been in no small measure due to the ingenuity and logical acumen which Mr. SANKEY, as a junior and a leader, has brought to bear upon the numerous leading cases which he has argued. Probably, indeed, the impression of great natural talent for law which he has displayed in those arguments has been one of the chief reasons why Lord HALDANE has selected him for judicial rank out of many colleagues whose standing and claims seemed not less than his own.

The Identification of Criminals.

THE DRAMATIC close of the mysterious trial in *R.* v. *Starchfield*, has led to a discussion in the public press upon the satisfactoriness or the unsatisfactoriness of the methods for the identification of criminals which of necessity play so large a part in every system of penal jurisprudence. Except when a guilty person is caught *flagrante delicto*, or is connected with the crime by obvious chains of motive and opportunity, his conviction must, as a rule, depend upon his identification either by persons who saw the crime committed, or who have seen the prisoner in the vicinity of its scene. Where such persons do not know the prisoner by previous acquaintance their identification of him can scarcely deserve the name of precise knowledge; it is a matter of opinion based on apparent resemblance. In most cases, too, that opinion is necessarily based on a very brief, sometimes even a transient, glimpse of the person to be identified. The result is that the opinion must always be open to very considerable doubt, and even when the identification has been carried out by the police under conditions perfectly fair to the accused—*i.e.*, when he is placed in a group of persons who resemble him in appearance and nothing is done to press or prompt the witness—an element of uncertainty must always remain. The celebrated ADOLPH BECK case illustrates this; here eleven women identified the prisoner as the man who had victimised them, although the real culprit on capture turned out to bear only a slight resemblance to him. Again, the Gorse Hall murder is another striking case; there two men in succession were tried for the same offence in turn; in each case three women, the same three, identified the prisoners with the utmost positiveness as the guilty man, whom they had seen only for a few moments; and in each case, curiously enough, there was some circumstantial evidence which appeared to implicate the prisoners. Both were acquitted, and it is quite probable that both were innocent. The moral of all these cases, in our view, is that, so far as possible, irrevocable punishments should not be inflicted by the law; there is always the danger of a sad miscarriage of justice. Capital punishment cannot, perhaps, in the present state of public opinion—though that we hope will alter—be altogether avoided; but we would venture to point out once more that corporal punishment—for which there exists a satisfactory alternative in a heavy term of penal servitude—is not an absolutely necessary form of criminal punishment. The offences

for which it is inflicted, namely, those where passion and prejudice are naturally strong against the prisoner both in judge and in jury, render it more likely than in the case of other offences, that a mistaken verdict of guilty may be returned. The danger of inflicting this degrading punishment on an innocent man, wrongly identified as the culprit, is surely a strong reason for its total abolition.

Security for Costs.

THE CASE of *Wilcox* v. *Wallis Crown Cork and Syphon Co.* (1914, W. N. 107), is important since it appears to overrule *Pritchett* v. *Poole* (1897, 76 L. T. 472). Under R. S. C., ord. 58, r. 15, the Court of Appeal may require security for costs "in special circumstances" before an appeal is entered for trial. "The ordinary rule of this court," said SMITH, L.J., in *Hall* v. *Snowden, Hulbard & Co.* (1899, 1 Q. B., at p. 594), "is that, except on applications for new trials, when the respondent can shew that the appellant, if unsuccessful, would be unable through poverty to pay the costs of the appeal, an order for security is made." This practice, of course, bears somewhat hardly on the impoverished litigant; and therefore in the last named case it was argued that it did not apply to the case of appeals from the county court judge as arbitrator under the Workmen's Compensation Act; but this limitation of its scope was rejected by the court. Now, ord. 59, r. 17, provides that "the rules for the time being in force with respect to appeals from the High Court to the Court of Appeal, shall, so far as practicable, apply to and govern appeals from county courts and other inferior courts of record of civil jurisdiction to the High Court." It would seem, then, that an appeal from the county court to the Divisional Court is subject to the rules as to security of costs which govern the practice of the Court of Appeal, and this was in fact decided as long ago as 1887 in *Swain* v. *Follows & Bate (Limited)* (18 Q. B. D. 583)—a case in which an infant plaintiff's next friend, on appealing to the Divisional Court from the county court, was ordered to give security. But an exception was apparently introduced by *Pritchett* v. *Poole* (*supra*). There the Divisional Court decided that, if it appeared that there was a reasonable ground for the appeal, the court would not order security on the ground of want of means. This decision was relied on by the appellant in *Wilcox* v. *Wallis Crown Cork and Syphon Co.* (*supra*), a case where the next friend of an infant plaintiff, suing her employer under the Employers' Liability Act, 1880, was appealing to the Divisional Court. The court, however, refused to apply *Pritchett* v. *Poole*, and followed the leading case of *Swain* v. *Follows & Bate (Limited)* (*supra*). Mr. Justice ATKIN went as far as to use language implying that in all cases under the Employers' Liability Act and the Workmen's Compensation Acts, at any rate, *Pritchett* v. *Poole* must be regarded as definitely overruled by *Hall* v. *Snowden, Hulbard & Co.* (*supra*). How far it remains good law in other classes of county court appeals remains unsettled, but the view of the court was obviously adverse to it.

Joint Stock Companies and the Municipal Franchise.

A LETTER has recently appeared in one of the daily papers drawing attention to the existing anomaly that joint stock companies, although they may be large ratepayers, are deprived of any voice in municipal affairs. It appears that for years the Associated Chambers of Commerce have urged that joint stock companies should be municipally enfranchised on the principle of one company one vote. This proposal can hardly be regarded as extravagant, having regard to the fact that a large proportion of the municipal rates is paid by joint stock companies who are directly concerned in the expenditure of the rates. But by the general law of corporations aggregate, the individual members have not separate voices at elections in respect of their share of the corporate interest in land. The land is vested in the corporation, which is a mere abstraction of law, and not in the members of it, and all the individual corporators are entitled to is to participate in the profits. The large increase in the number of joint stock companies may strengthen their claim. The rates of the City of London are a heavy burthen on the ratepayers, but companies who occupy the different floors of a large proportion of the principal buildings in our metropolis are excluded from all control over what is a serious, however necessary, reduction from the amount of the profits of their business.

The Domicile of Migratory Individuals.

JAMES PATIENCE was born in Ross-shire in 1792. As a lad of eighteen he left Scotland, and, having obtained a commission in the Army, went on foreign service, and thenceforth he served his country in various parts of the world until 1860, when, being sixty-eight, he sold out. He lived to be ninety, and during those two-and-twenty last years he never returned to his native country, or sought out his relatives there, but was content to live—a very reticent man, not going into society—in lodgings, boarding-houses and hotels in London, or in various seaside resorts and other places in England. At his death a somewhat pathetic memorandum was found, but it only shewed that he remembered his Scotch relatives, and that he was by birth a Scotchman, a fact which was not known before. He left no property whatever in Scotland, and only personal estate, of about the value of £7,500, in England.

In such circumstances we can well imagine many a practitioner, ignorant of, or inadvertent to, any difficulty, describing Col. PATIENCE as domiciled in that part of the United Kingdom called England. But the reports remind us that Mr. Justice CHITTY decided otherwise, on the ground that it could not be said, on the evidence, that this gentleman did intend finally to throw off his (Scotch) domicile of origin, and acquire an (English) domicile of choice. And with reference to that view, the reader will not fail to observe, as deserving attention, that that evidence shewed that Col. PATIENCE had at his death been in Scotland only eighteen years, and was continuously absent from it for seventy-two: *Re Patience, Patience* v. *Main* (29 Ch. Div. 976), with which should be perused and compared *Re Craignish, Craignish* v. *Hewitt* (1892, 3 Ch. 180).

Whenever the question of domicile, or no domicile, of choice is in debate, it is essential resolutely to differentiate between domicile and residence, and also between a permanent and a transitory resident, or, as we may call them, a resident and a sojourner. And it has to be remembered that the not inconsiderable burden of shewing that a particular person in fact acquired a new domicile of choice is upon him who asserts it (*Winans* v. *Attorney-General*, 1904, A. C. 287), and that whenever he does not satisfy the judgment one way or the other, the domicile of origin undoubtedly holds the field (*Munro* v. *Munro*, 7 Cl. & F. 876). Indeed, domicile of origin differs from domicile of choice mainly in this: that its character is more enduring and its hold stronger and less easily shaken off; and the question is not whether Col. PATIENCE, or any other person, intended to retain his domicile of origin, but whether he intended to acquire one of choice, and whether a fixed and settled purpose so to do is, or is not, clearly made out; otherwise it might be that in Col. PATIENCE's case, his remarkable neglect for so many years of his country and his relations proved that he did not intend to retain his Scotch domicile, and consequently, as the law of England, unlike the Roman, considers every person to be domiciled somewhere, that he made himself and his succession subject to English law.

It remained, therefore, for Sir JOSEPH CHITTY to consider if Col. PATIENCE's twenty-two years in retirement clearly manifested a fixed and settled purpose, on his part, of making England his permanent home, and not merely a place of pleasant sojourn, and of voluntarily choosing England as a new domicile. Every trained seeker after truth would guard against inferring from an attitude of indifference, or a disinclination to move, an intention to acquire a new domicile, *a fortiori* from the absence of any manifestation of an intention one way or the other; and he may find it useful and pertinent to ask himself if the person in question made such a home for himself and his family (if any) as one would have expected a man of his means and position

would do, had he really determined to make the country his permanent and abiding home. In reaching the conclusion he did, Mr. Justice CHITTY took into careful consideration the nature and character of the colonel's life in England, and pointed out that shifting from place to place may shew an indifference to localities, and a fluctuating and unsettled mind. And, in accordance with the important rule to which we have referred, even if the facts had left a doubt on his lordship's mind—a doubt whether a fixed intention were, or were not, manifest and carried into execution, of shaking off the former domicile, and taking another as a sole domicile—then the involuntary and more adherent domicile of origin would still continue.

It can be safely said that one result of the revolution in locomotion effected by the introduction of steam power was to increase the responsibility of executors on the subject under discussion, and to make other than timid persons seek counsel in every case, or at least every difficult or controversial case, as a matter of course, before taking a decisive step in the performance of their office. The time may come when public convenience will call for the Domicile Act, 1861 (24 & 25 Vict. c. 121), to be made operative by a convention being made under it. In truth, as a moment's reflection will shew, a change of domicile is in many ways a very serious matter, involving far-reaching consequences; and it is only right, therefore, that the intent to make one must be proved by the person alleging it, and by satisfactory evidence. If the principle illustrated by such cases as Col. PATIENCE'S case were of most interest to the scholar in 1885, when it came up for decision, it is of the greatest practical moment to the practitioner in 1913, when a larger percentage of the population are of a migratory character, and are very much more content than their forefathers to dwell in one place for only three years, or else, selling or storing their household goods, to live at single anchor in a hotel or boarding-house. A man will not lose his domicile of origin and acquire another of choice by making his home in a new country for many years, unless his so doing shews, in the circumstances, an intent to be something more than a sojourner in that new country, and to lose his domicile of origin (*Marchioness of Huntly* v. *Gaskell*, 1906, A. C. 56); and when you find a man availing himself of the modern opportunities for change of abode, with no more apparent preference for one habitation than for another, it becomes less easy clearly to perceive that such an intent existed. Still, living in a hotel, chambers, a flat, or apartments is not inconsistent with domicile; such a manner of life and the number of removals are only important circumstances to be taken into consideration, and carefully weighed, on the question of domicile arising.

Seeing that the object to be achieved in searching for, and defining, any man's domicile is to fix the particular municipal law by which his private rights and duties are to be adjudicated, it is to be regretted if there be, as there must sometimes be, divergence in honest conceptions of the man's intention. The facts of each case, the character of the individual in question, the circumstances in which he lived, the force and significance of his actions, have all to be studied on sound, scientific lines; and the difficulty of attaining a trustworthy conclusion will be correspondingly greater as the materials for critical study are scanty, unilluminative, or conflicting. A decision on the facts of a previous case, except in so far as it enunciates and shews the application of principles, will, therefore, afford little or no assistance. An adviser must have imagination, but imagination enlightened and chastened by scholarship; and his success will much depend upon his sympathetic insight, or, in other words, his ability to project his own imagination into the mind and the life of another man, and upon his natural and acquired power of weighing and drawing just inferences from facts.

The problem presented is one of those which will always fascinate the intellectual. It may be said to be the discovery of a scientific and complete definition of the term "home," and in the common case where any actual declaration by the person whose civil status is in question of a final and deliberate intention on his part of renouncing his birthright, and making a permanent home in a new country, is absent, an investigator has to ascertain what is implicit in his conduct, and, before advising that he acquired a domicile of choice, be satisfied that such conduct leads to the firm belief that he would have made a declaration of such an intention had the necessity to do so arisen.

The Rule in Toulmin *v.* Steere.

II.

IN our short statement last week of the facts in *Whiteley* v. *Delaney* (1914, A. C. 132), we shewed that FARRAR was equitable transferee of ACKROYD'S mortgage of 1900 for £300; and that by reason of the (1) reconveyance by ACKROYD to OGDEN; (2) conveyance on sale by OGDEN to Mrs WHITELEY, and (3) mortgage by Mrs. WHITELEY to FARRAR, FARRAR was also legal mortgagee for £300. But his title as equitable transferee was prior to that of MANKS, the puisne incumbrancer of 1901; his title as legal mortgagee was subsequent to that of MANKS; so that his priority as regards MANKS depended on whether his title as equitable transferee of ACKROYD'S mortgage had been kept alive or not. It should be added that ACKROYD had a further charge on the property dated in 1905, and to this, for certain reasons which we need not specify, MANKS' mortgage had been postponed. The amount remaining due on it was £48, and this was paid off by Mrs. WHITELEY as the purchaser of the property. Thus she became equitable transferee of ACKROYD'S further charge, just as FARRAR became equitable transferee of his first charge; but the deeds by which the transaction was carried out in form extinguished ACKROYD'S further charge equally with his first charge. Hence on the assumption that all the various charges were kept alive the interests ranked as follows:—(1) FARRAR as equitable transferee of ACKROYD'S first charge, £300; (2) Mrs. WHITELEY as equitable transferee of ACKROYD'S further charge, £48; (3) MANKS' charge; (4) FARRAR'S legal mortgage for the same £300; (5) Mrs. WHITELEY'S equity of redemption.

In the case both of FARRAR and Mrs. WHITELEY there was the meeting of a title to a charge with an estate of inheritance in the land; in the case of Mrs. WHITELEY, under the deed of conveyance to her; in the case of FARRAR, under the subsequent deed of mortgage. *Prima facie* there was a merger of each charge in the land, but according to the general equitable doctrine of merger, which we stated in our previous article (*ante*, p. 450), each charge should have been kept alive as a protection against MANKS' charge, since this was for the benefit of both FARRAR and Mrs. WHITELEY. In equity merger depends on the intention, though in the absence of actual intention, the intention is inferred from considering what is for the benefit of the party. But according to GRANT, M.R., in *Toulmin* v. *Steere* (3 Mer., p. 224) "one purchasing an equity of redemption cannot set up . . . a mortgage which he has got in against subsequent incumbrances of which he had notice." The limitation involved in the words "of which he had notice" must be observed. In that case there was only constructive notice. The purchaser of the equity of redemption paid off—and so "got in"— a first mortgage for £5,000, and took with constructive notice of an equitable rent-charge of £180. Sir WILLIAM GRANT held that he could not set up the £5,000 against the rent-charge.

But PARKER, J., pointed out that, if the matter depends on intention, constructive notice is equivalent to no notice at all; "and if *Toulmin* v. *Steere* be good law in the one case, it ought logically to be extended to cover the other" (1911, 2 Ch., p. 462). However, he avoided the attempt to define the logical limits of the rule by holding that the rule as stated by GRANT, M.R., was not to be extended, and he excluded it in the case of FARRAR by saying that he was not a purchaser of the equity of redemption, but a mortgagee taking a further security; and he excluded it in the case of Mrs. WHITELEY by saying that she took without notice. Thus the one did not fall within the first words of the rule; the other did not fall within the last. It will be observed that the latter reason would have served for FARRAR'S case as well. He also took without notice. The rule in *Toulmin* v. *Steere* being thus out of the way, PARKER, J., had still to consider whether the conveyancing shewed conclusively an intention to merge or extinguish ACKROYD'S charges. He held that it did not; it was matter of form and not of substance. Thus the way

was open to apply the general equitable rule that a charge is kept alive where this is for the benefit of the party entitled to it, and consequently both charges were kept on foot for the benefit of FARRAR and Mrs. WHITELEY respectively.

PARKER, J., also suggested a further ground for his judgment, one which contained the germ of the decision in the House of Lords. MANKS' charge had been improperly concealed from FARRAR and Mrs. WHITELEY. "I doubt," he said, "whether it is consistent with general equitable principles to allow a third party to claim in a court of equity an advantage never intended for him, for which he has given no consideration, and his only title to which rests on a transaction voidable between the parties to it on the ground of fraud or misrepresentation."

In the Court of Appeal this decision was reversed by the Master of the Rolls and BUCKLEY, L.J., MOULTON, L.J., dissenting. The result was based on (1) the different treatment given to *Toulmin* v. *Steere*; (2) the different effect given to FARRAR'S payment of £300; and (3) the different effect given to the conveyancing. As to *Toulmin* v. *Steere*, COZENS-HARDY, M.R., held that it did not really depend on notice, but established a general rule that a purchaser of property cannot keep alive incumbrances which he pays off without an actual intention to do so. The presumption is that he does not intend to keep the incumbrance alive. And both he and BUCKLEY, L.J., held that *Toulmin* v. *Steere* ought to be followed. As to FARRAR'S payment, the majority held that this was not in fact a payment to ACKROYD so as to put FARRAR in the position of being equitable transferee of the mortgage; but was a payment to Mrs. WHITELEY in anticipation of the mortgage which she was to give to FARRAR. As to the conveyancing, they held that it took effect according to its form, and that, so far from shewing an intention to keep ACKROYD'S charges alive, it shewed an intention to extinguish them. Consequently they were extinguished, and MANKS' charge was let in in front of FARRAR and Mrs. WHITELEY. There is no hint in the judgments of this being opposed to equitable principles, and, indeed, BUCKLEY, L.J., considered it as flowing from the contract involved in a second mortgage, namely, that if the mortgagor pays off the first mortgage, the second mortgage shall be advanced. "There is nothing unmeritorious," he said, "in a claim to the benefit thus enjoyed." Certainly so, if the mortgagor uses his own money; but quite clearly the reverse, if he uses the money of another. This slight distinction seems to have escaped notice.

Lord MOULTON went to the root of the matter by holding that *Toulmin* v. *Steere* was wrongly decided and ought to be overruled. *Otter* v. *Vaux* (6 D. M. & G. 638) represents the full extent of the exception from the equitable doctrine of merger. A mortgagor cannot pay off an incumbrance which he has created, and then set it up against his own subsequent mortgage debt. But no such principle applies to a purchaser from the mortgagor, whether he does or does not know of the subsequent incumbrance. If he does know of it, he will of course intend to keep it alive. "No one would voluntarily permit a merger which would let in mesne incumbrances. [*Toulmin* v. *Steere*] is, therefore, a decision the sole effect of which is to give an advantage to incumbrances the existence of which is concealed from or unknown to the parties dealing with the property whether that is due to their own fault or not." *Toulmin* v. *Steere* being then—as in Lord PARKER'S judgment, though in a different manner—out of the way, the same result followed as in that judgment; on the question of fact, FARRAR'S payment of £300 was made to ACKROYD and not to Mrs. WHITELEY, and he became equitable transferee of the mortgage; on the question of conveyancing, all the three deeds represented a single transaction, and no intention to extinguish FARRAR'S equitable charge was to be inferred. Apart from this, Lord MOULTON held that the conveyancing was necessarily subject to the equitable title vested in FARRAR. Both the reconveyance to OGDEN and the conveyance to Mrs. WHITELEY took effect only subject to this title, and it was not prejudiced by the new mortgage. That gave FARRAR the legal estate and a new covenant for payment, but it did not deprive him of his charge for £300. This reasoning, however, though put in the front of Lord MOULTON'S judgment, seems to be only another way of stating that, under the circumstances, the charge was not merged in his legal mortgage. The outstanding points in the judgment were that *Toulmin* v. *Steere* should be overruled, and that ACKROYD'S charges were kept alive for the benefit of FARRAR and Mrs. WHITELEY in accordance with the general rule of equity which forbids merger where merger is against the interest of the parties.

(To be continued.)

Correspondence.

Conveyancing Remuneration.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—I am in entire agreement with everything that "Another Country Solicitor" says in his letter in your issue of the 11th inst.

There is an alarming increase in the inferior stamp of man in the profession who is prepared to undercut his professional brethren, and resort to any means in order to obtain work, which makes it very hard on those solicitors who insist on the payment of a proper fee. I myself have lost several clients through refusing to do work for an inadequate and unprofessional fee.

I suggest that the Law Society should fix a minimum scale in conveyancing matters at any rate, and should make it unprofessional for any solicitor to charge a fee below that scale, and any solicitor reported to them for so doing should, if the case be proved, be considered guilty of unprofessional conduct and suspended.

Poachers, too, are also alarmingly on the increase. I myself know of a case in my locality where a so-called accountant has for some time past been in the habit of preparing papers for probate, and getting a qualified solicitor to annex his name to them, for a nominal fee. Needless to say I am doing all I can to obtain conclusive evidence against the persons concerned with a view to instigating proceedings.

The open way in which some solicitors tout for work is a disgrace to the profession.

A SOUTH OF ENGLAND COUNTRY SOLICITOR.

The Admission of Women to the Law.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*

Sir,—The question of the admission of women to the practice o the law is a "live" subject for our profession, and I think you would be doing a service to its members if you invited a general expression of opinion in your columns. One contributor, I notice, has grounded his objections upon considerations of the harm it will do us and, if you will allow me, I will endeavour to shew why such a view, in the special circumstances of the case, should not be allowed to prevail.

This new aspiration on the part of women is only a local symptom of a general movement. The economic position of women has become more and more impaired as their disproportionate numbers have increased. During the first half of the nineteenth century the numerical relations of the sexes remained unchanged, and women were content under the limitations of private life. But with the opening up of the Colonies men began to go abroad leaving, the women behind, with the result that there is now a large excess of males in Greater Britain and a large excess of females at home, the men outnumbering the females in the Colonies by half a million and the females outnumbering the men at home by a million and a quarter. In consequence of this, women to a large extent have been deprived of their breadwinners, and, seeing the realities of their position in a world in which it is no longer the person that is attacked, but his means of subsistence, they are driven by force of circumstances they do not control to pursue the occupations of men and upon terms that threaten more and more to assume sweating conditions.

It may be that the help women need and the facilities to help themselves are an emergency matter only, but surely they raise a question with which men ought to deal. Measures to stay the further disturbance of the numerical relations of the sexes, if not to restore the original equilibrium, may be within the reach of statesmanship when attention is given to the matter, as it assuredly will be. Already political thought is ripe on the subject. The conditions in the Colonies that not only attract men to them but attract the more virile, and, when there, induce them to stay, will in time find reproduction here, at least on their economic side; and in those conditions, operating as they do to swell the male population where they obtain, we may find the appropriate remedy for the evils brought about by the excess of females in the United Kingdom. But, until

this question receives attention, sacrifices are called for, and these sacrifices should be general, and the legal profession should not expect to be exempted from them. The obligations of men with regard to women are not the less binding because they cannot be discharged individually. Men have a collective as well as a personal responsibility in this connection, and what each is unable to do alone he can do with others by means of the corporate action he can initiate and promote. The doctors, as a community, have set a chivalrous example in widening the field of women's opportunities. The lawyers should do the same. If women are left to realise that their only hope lies in themselves, they should at least be able to count upon men to put no obstacles in their way.

An important reservation, however, there is, and that is, the married woman should be excluded from these new privileges, for, in an overstocked profession in which there is barely enough work to go round, it is unfair that any home, through the joint contribution of husband and wife, should, as it were, enjoy double rations.

DOUGLAS M. GANE.

12, Great St. Helens, E.C.
April 21.

[We shall be pleased, as our correspondent suggests, to receive correspondence on the subject. The matter is one on which there is considerable difference of opinion, and it requires to be considered impartially and on its merits.—Ed. *S.J.*]

Land Value Referees and the Inland Revenue Commissioners.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—Below is set out some correspondence relating to an appeal under the Finance Act, in which we have recently been concerned. It may be of some interest to your readers as an example of the high handed methods of the Solicitor of Inland Revenue in these cases. Stated briefly, the facts were as follows: The appellants were lessors of two houses of equal value which were comprised in one lease, but had become vested in different owners. The lessees requested the lesssors to accept a surrender and grant a separate lease of each house, on the ground that it was very difficult for them to deal with the houses whilst they were tied together in one lease. The lessors agreed to do this purely as an act of grace, and they derived no benefit whatever from the transaction.

The old lease was surrendered and two new leases granted simultaneously in exactly the same terms, under an agreement made before the passing of the Act. After a considerable lapse of time a claim was made upon the lessors for reversion duty. The lessors were advised that the claim was a bad one, and, as this was a case of a concession by lessor to lessee, they also considered that it never ought to have been made. It is true the claim was a small one, but the principle involved was an important one to the appellants. The Commissioners declined to withdraw the assessment, and the appellants were forced to give notice of appeal on the 20th of March, 1913. It will be seen that on the 2nd of July (3½ months after the notice of appeal), when the appellant's case had been fully prepared, the Commissioners offered, without prejudice, to withdraw the assessment, if the appeal were dropped. The appellants felt unable to accept this offer, unless the Commissioners refunded to them the expenses which they had incurred. This the Commissioners refused to do. The appeal therefore proceeded.

At the hearing on the 26th of February the referee decided that the assessment was wrongly made, and he made an award in favour of the appellants.

The letter to which we wish to draw attention is that dated the 24th of November, 1913, from the assistant solicitor to the referee. This was written to the referee before the hearing, whilst the matter was *sub judice*, and its intention was apparently to prejudice the appellants' case. Our letter of the 26th of November protesting against this letter has remained unanswered, and, as we have received no explanation of any kind from the Commissioners, we gather that they claim to have the right to address communications of this kind to referees.

It is bad enough that the Commissioners should make claims which they are unable to substantiate and force owners to go to the trouble and expense of appealing. Owners cannot prevent this, but we think it is time some protest was made against the practice in the solicitor's department of the Inland Revenue of writing letters to referees commenting on pending appeals.

LONSDALE & EVERIDGE.

1, Adam-street, Adelphi, April 7.

The following is a copy of the correspondence referred to:—

Inland Revenue, Somerset House, London, W.C.,
2nd July, 1913.

Gentlemen,—With reference to the notice of appeal signed by yon on the 20 March last, I am directed by the Commissioners of Inland Revenue to acquaint you without prejudice that they have given further consideration to the question of the liability of your clients to reversion duty on the determination of the lease in question, and that in the special circumstances of the case they are prepared to withdraw their assessment on the understanding that your clients' appeal against the assessment is also withdrawn.—I am, Gentleman, your obedient servant,

E. R. HARRISON, for Assistant Secretary.

Messrs. Lonsdale & Everidge.

1, Adam-street, Adelphi, W.C.,
3 July, 1913.

Sir,—In reply to your letter of yesterday we note that the Commissioners wish to withdraw this claim. Our clients have, however, been put to expenses in the matter, and they will require to have the amount of these refunded to them if the appeal is to be withdrawn. On hearing from you we will send you an account of the costs incurred.—Yours truly,

(Signed) LONSDALE & EVERIDGE.

The Secretary, Inland Revenue, Somerset House, W.C.

1, Adam Street, Adelphi, W.C.,
28th July, 1913.

Sir,—Will you kindly let us have a reply to our letter of the 3rd instant, of which we have only received a formal acknowledgment.—Yours faithfully,

(Signed) LONSDALE & EVERIDGE.

The Secretary, Land Values Branch, Inland Revenue,
Somerset House. W.C.

4192 R. D. Solicitor's Department,
Inland Revenue, Somerset House, W.C.
12th August, 1913.

Gentlemen,—Your letters of the 3rd and 28th ult. addressed to the Secretary of Inland Revenue (Land Values Branch) have been referred to me, and I am directed to inform you that the Commissioners of Inland Revenue cannot accede to your request for payment by them of your clients' expenses in this matter.

The Commissioners adhere to the offer, made in their Secretary's letter to you of the 2nd ult., to withdraw the assessment of £1 4s. 5d. made upon your clients on the understanding that your clients' appeal against that assessment is withdrawn, but they cannot agree to pay any costs in the matter.

I may point out to you that the recent decisions of the Court of Appeal in the Marquess of Anglesey's case (Law Reports (1913) 3 K. B., p. 62 (August number)) and of Mr. Justice Horridge in the Earl of Derby's case (31st July last) show that the assessment in question was rightly made on your clients, and while the Commissioners do not, of course, depart from the offer which they made in the letter of the 2nd ult., they would, if that offer is not accepted, maintain the assessment and contest the case.

The Earl of Derby's case is not yet reported, but if you care to call at Room 97 of this office any day between 11.0 and 1.0 or 2.0 and 4.0 o'clock (except on Saturday), I shall be happy to let you see a transcript of the shorthand note of Mr. Justice Horridge's judgment.—I am, Gentlemen, your obedient servant,

H. BERTRAM COX,
Solicitor of Inland Revenue.

Messrs. Lonsdale & Everidge.

1, Adam-street, Adelphi, W.C.
August 15th, 1913.

Sir,—In reply to your letter of the 12th inst., the facts in this case are quite different from those in the cases you mention.

Our clients are trustees, and they have incurred expense in this matter with which they consider that it would be unjust to charge the beneficiaries, and they must therefore decline to accept your offer.

They will, therefore, be obliged to proceed with the appeal, and we are taking steps accordingly.—Yours faithfully,

(Signed) LONSDALE & EVERIDGE.

The Solicitor of Inland Revenue,
Somerset House, W.C.

Solicitor's Department,
Inland Revenue, Somerset House, W.C.
November 24th, 1913.

Gentlemen,—I enclose herewith copy of a letter which I have to-day written to the Referee in this matter.—I am, Gentlemen, your obedient servant,

F. W. W. KINGDON,
Assistant Solicitor of Inland Revenue.

Messrs. Lonsdale & Everidge, Solicitors,
1, Adam-street, Adelphi, W.C.

4192 R. D. Solicitor's Department,
Inland Revenue, Somerset House,
24th November, 1913.

Dear Sir,—I beg to acknowledge receipt of letter on the 17th inst. fixing Wednesday the 10th December for the hearing of this appeal. I regret to say that with a Revenue Paper coming on I have not earlier replied to it. There is some misconception in this case which I think it well to remove. The duty in this duty is only £1 4s. 5d. The Commissioners originally intimated that they abandoned the claim for duty; their letter to this effect was dated 2nd July last, and Messrs. Lonsdale and Everidge replied on the 3rd July stating that, as a condition of withdrawing the appeal, they must ask for costs. Quite recently Mr. Justice Scrutton observed strongly on considerable expenditure being incurred in cases where the duty was trifling, and I do not propose, on behalf of

the Commissioners, to claim this duty or go back on their abandonment of it. The only question before you will be whether you in the exercise of your discretion think fit under Section 33 (3) of the Finance (1909-10) Act, 1910, to award any expenses. This does not mean to say that you will not have to consider whether, as a matter of law, the Commissioners were right in their claim, because the reasonableness of their action and the correctness of their view will be put before you as relevant matters for you to consider in exercising your discretion. But, as the Commissioners have stated, they abandon the trifling duty, they do not go back on their action now, and the responsibility for troubling you rests with the other side—the question is expenses and only on that issue will it be necessary for you to consider whether the Commissioners were right in their claim. For this reason I suggest inspection of the premises is needless. I am sending a copy of this letter to the other side.—Yours, &c.,

F. W. W. KINGDON,
Assistant Solicitor of Inland Revenue.

Howard Martin, Esq., 27, Chancery-lane, W.C.

1, Adam Street, Adelphi, W.C.
26th November, 1913.

Sir,—We have your letter of yesterday enclosing a copy of your letter to the Referee in this matter.

This seems to us to be a most improper letter in the circumstances. It appears to have been written with the object of influencing the Referee's mind before the hearing, although we feel quite sure that it will not have this effect. However, in justice to ourselves we feel bound to answer it fully and we propose to send him a copy of this.

We note that you do not propose, on behalf of the Commissioners, to claim this duty or go back on their abandonment of it. If this is so, we are at a loss to understand why the Commissioners ever made the claim. We also do not understand your remark as to Mr. Justice Scrutton's observation as to "considerable expenditure." We have delivered no bill of costs to the Commissioners and they have not enquired the amount claimed. They have repudiated liability for all costs in the matter. The smallness of the claim has nothing to do with the matter. The question is one of principle.

We beg to remind you of the following facts:—

As soon as we were instructed as to the claim, we wrote to the Commissioners (on the 28th February) fully setting out the facts and requesting that the claim should be withdrawn.

They refused to withdraw the claim, and on the 19th of March, the last day of giving notice of appeal, we gave notice of appeal. Obviously it was not possible to give notice of appeal until all the documents and correspondence relating to the matter had been looked up and perused, and the cases considered to enable us to advise the trustees in the matter.

We waited as long as we could before taking action. It was not until the 2nd of July that we received a letter from the Assistant Secretary of Inland Revenue offering to withdraw the assessment. This was after the expenses had been incurred. We shall be glad if you will inform us how you suggest it would have been possible to avoid these expenses in the circumstances. Our clients considered it grossly inequitable that they should be asked to bear these expenses and the action of the Commissioners has given them no alternative but to proceed with the appeal.

In the circumstances we consider that your remark that "the responsibility for troubling you rests with the other side" is not only a very improper one, but also quite untrue.—We are your obedient servants,

(Signed) LONSDALE & EVERIDGE.

The Assistant Solicitor of Inland Revenue,
Somerset House, W.C.

[See observations under "Current Topics."—Ed. *S.J.*]

The Democratization of the Bar.

[*To the Editor of the Solicitors' Journal and Weekly Reporter.*]

Sir,—For some years past it has been obvious to the observer that the ranks of the bar have been recruited from very varied classes of society. Tradesmen, auctioneers, bank managers, newsvendors, insurance agents, clerks, to mention only a few of the classes known to the writer, have contributed from their bodies, but it has been left to a recent date for a barrister to be "also in business as a tailor." Thus ran the announcement the other day in a daily paper of the will of a deceased barrister.

One may wonder whether in this case the management of suits led to the desire to advocate suits of another kind and in another place, or whether in these days of shrinking cause lists the lack of the one kind was the cause of the manufacture of the other. Whatever the fact be, it is a somewhat remarkable sign of the times.—Yours truly,

X.

Reviews.

Book of the Week.

Injunctions.—A Treatise on the Law and Practice of Injunctions. By WILLIAM WILLIAMSON KERR, Barrister-at-Law. 5th Edition. By JOHN MELVIN PATERSON, M.A., LL.M, Barrister-at-Law. Sweet & Maxwell (Limited). 35s.

CASES OF LAST SITTINGS.

Court of Appeal.

Re PHILIP WILLIAMS (Deceased). METCALF *v.* WILLIAMS.
No. 1. 17th and 18th March.

WILL—CONSTRUCTION—SUBSTITUTIONAL OR ORIGINAL GIFT—"SHALL DIE IN MY LIFETIME"—CHILD DEAD AT DATE OF WILL LEAVING ISSUE—PROVISO GIVING THE SHARE "THEIR PARENT WOULD HAVE TAKEN" TO ISSUE SURVIVING THE TESTATOR—WORDS OF FUTURITY OR QUALIFICATION.

A testator gave the proceeds of conversion of his residuary estate in trust for his children living at his death, subject to a proviso as follows, "if any child of me shall die in my lifetime, leaving a child or children who shall survive me, . . . such child or children shall take the share their parent would have taken had he or she survived me."

Held (*affirming* Sargant, J.), *that the words "shall die" were expressive of qualification, not futurity, and, therefore, that the children of a child who was dead at the date of the will took the share which their father would have taken had he survived the testator, although a legacy was also given to each of them by name.*

Loring *v.* Thomas (1 *Dr. & Sm.* 497) *and* Barraclough *v.* Cooper (1908, 2 *Ch.* 121*n*) *followed.*

Appeal from a decision of Sargant, J. (reported 58 SOLICITORS' JOURNAL, 193) upon an originating summons to determine the construction of a residuary gift in a will. The testator had three sons and five daughters. The eldest son, Philip Parfitt Williams, died in July, 1899, leaving his two children surviving. The testator, who was fully aware of his son's death, made his will on the 12th of June, 1900, and thereby after leaving £250 to each of his deceased son's children by name, gave the proceeds of conversion of his residuary estate in trust for all his children living at his decease who should attain 21 or marry in equal shares—"Provided always that if any child of me shall die in my lifetime leaving . . . children who shall survive me, and being sons attain the age of 21 years, or being daughters shall attain that age or marry, then in such case the last-mentioned children shall take . . . equally the share which their parent would have taken if such parent had survived me, and attained the age of 21 years." The testator died in 1903, leaving all his other children and the children of his deceased son surviving him. Some of the children had already attained the age of 21 years at the date of the will. Sargant, J., held, following *Loring* v. *Thomas* (1 Dr. & Sm. 497), and other cases, that the children of Philip Parfitt Williams, on attaining 21 or marriage, took the share in the residue which their father would have been entitled to had he survived the testator. The plaintiffs, who were some of the children of the testator, appealed. A distribution of part of the residue had been made in 1910, on the assumption that the two grandchildren were not entitled to any share in it.

COZENS-HARDY, M.R., said the appeal raised a question which often came before the court, and that was whether a case came within *Loring* v. *Thomas* (*supra*), or within some case on the other side of the line. He proposed to construe the will as a plain man would do, without troubling about the numerous authorities. It was clear that the words "shall die" might be construed "shall be dead." [Having read the material clauses of the will, his lordship continued:] There was a plain gift to children living at the testator's decease, followed by a gift in certain events to grandchildren who should attain 21 or marry; if that gift took effect, there would be an addition to the number of the class to take. In part of this, at any rate, his lordship thought the words "shall die" must necessarily be equivalent to "shall be dead." The present case seemed indistinguishable from *Barraclough* v. *Cooper* (1908, 2 Ch. 121*n*), especially as interpreted in Lord Lindley's judgment. The decision of Sargant, J., was perfectly right, and the appeal would be dismissed with costs.

BUCKLEY, L.J., and CHANNELL, J., delivered judgment to the same effect, the former observing that the word "shall" was expressive either of futurity or conditional qualification, or either combined, and here the testator had undoubtedly used the word in the sense of conditional qualification, and not of futurity.—COUNSEL, *Peterson*, K.C., and *P. F. Wheeler*; *Owen Thompson*. SOLICITORS, *Kinch & Richardson*, for *Lloyd & Pratt*, Cardiff.

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

DALLIMORE *v.* WILLIAMS AND JESSON. No. 2.
25th, 26th and 27th March.

TRADE UNION—TRADE DISPUTE—MOTIVE—TRADE DISPUTES ACT, 1906 (6 ED. 7, C. 47) S. 3.

Employees who were on good terms with their employer, and had contracted to serve him at a fixed wage, were ordered by the officials of their union to strike for higher wages.

In an action claiming damages for inducing the employees to break their contracts, the defendants, officials of the union, pleaded that the acts of which the plaintiff complained were acts done by them "in contemplation or furtherance" of a trade dispute within section 3 of the Trade Disputes Act, 1906, and, therefore, the action was not maintainable against them.

Held, that the defence was a good defence, notwithstanding that the

motive prompting the acts was not altogether free from malice, since the existence of malice did not render the protection of the statute for acts done in contemplation or furtherance of a trade dispute void.

Decision of Court of Appeal (*reported* 1912, 57 SOLICITORS' JOURNAL, 77), *when directing a new trial of the action, followed on appeal by the defendants against a verdict and judgment entered for the plaintiff at the second trial, before Darling, J., and a special jury.*

Appeal by the defendants in an action tried before Darling, J., and a special jury, in which the plaintiff sought damages on the ground that the defendants had wrongfully induced members of his orchestra to break their contracts with him to play at a Sunday concert. The defendants denied the allegations, and pleaded the Trade Disputes Act, 1906. The action was originally tried before Ridley, J., but on the defendants' appeal a new trial was ordered, the court being of opinion that the defence raised by the Act had not been sufficiently put before the jury. The ground of the present appeal was that, on a proper direction, the jury should have answered the question, "Was there a trade dispute?" in the affirmative.

Lord SUMNER, in giving judgment, said the plaintiff was a bandmaster, and proprietor and conductor of the British ex-Guards' Band, and he arranged to take an orchestra of more than fifty performers in uniform to give a concert at the Alhambra Theatre, London, on Sunday, 1st October, 1911, for the National Sunday League, and agreed to pay a minimum of 7s. 6d. a man. About forty of the performers belonged to the Amalgamated Musicians' Union, and a Mr. Price went to the defendants, who were officials of the union, and pointed out that the minimum remuneration that the various members of the orchestra should receive, under union rules, was 10s. 6d. The two defendants made inquiries of the members of their union who were to take part at the concert, and, having ascertained that the fee agreed was 7s. 6d., they summoned a meeting of the branch committee. The important point was that at that meeting certain members of the band who were members of the union were present and gave evidence. Consequently the action taken by the defendants was action on behalf of the union. The result of that meeting was that they informed the plaintiff that he should pay a minimum of 10s. 6d., and that, if he did not, pickets would be placed at the Alhambra door. When the men arrived on the Sunday evening at the theatre efforts were made to give the concert without the aid of those who claimed 10s. 6d., but that fell through, and finally the union men agreed to play on the condition that Mr. Dallimore would undertake to pay them the extra salary demanded, and he took a receipt for the additional payment, which stated that it had been made under protest. The concert was a brilliant success. Mr. Dallimore then commenced this action. At the trial on the second hearing the defendants again pleaded section 3 of the Trade Disputes Act, 1906. It was contended by the plaintiff that for some time there had been friction between the defendants and himself, and that there was no real trade dispute at the time; that the defendants had taken the matter up simply to annoy him and do him harm; and that, therefore the statutory defence was one which could not be pleaded. The jury took a view adverse to the defendants throughout. They found that there was no trade dispute, and awarded the plaintiff £350 damages. The jury appeared to think that the defendants simply carried through this dispute to satisfy their own ends. His lordship thought that the question whether this was a trade dispute should have been answered by the jury in the affirmative, and not, as they had answered it, in the negative. Assuming that the motives which prompted the two defendants were sinister and improper, motives must not be confounded with acts done. The plaintiff launched his action on the footing that there was an actual trade dispute. It seemed to his lordship impossible to hold that defendants' acts were not acts "in contemplation or furtherance of a trade dispute." The defence under the statute was proved, and the verdict and judgment entered for the plaintiff must be set aside, and judgment entered for the defendants, with costs. There were some observations in the summing up by Darling, J., which he did not approve. He desired only to draw attention to them lest he should be taken to have acquiesced in them. The learned judge had characterized the section of the Trade Disputes Act, on which the defendants relied, as one of the most extraordinary sections ever put into an Act of Parliament, and had told the jury that to induce another to break a contract was not morally right or honest because a statute said it might be done with impunity. But the Legislature had enacted, by the Trade Disputes Act, that in certain circumstances such an act was not to be punishable, and there was authority for saying that when such a defence was properly pleaded, the court was to give effect to it. The jury should have been so directed by the judge, instead of being told that the defence the statute expressly gave was preposterous. Such observations he ventured to call inopportune, detrimental to the defendants' case, and, perhaps worse, irrelevant. Had this case not been decided without going into the summing-up he was not sure that these remarks, within the meaning of ord. 39, r. 6, might not have caused a substantial wrong or miscarriage in the trial. A judge, in charging a jury, could never safely indulge in irrelevant observations, because he would not be sure that the jury would be sufficiently logical to take no notice of them. On this matter he would cite two *dicta*. In *Granville & Co.* v. *Firth* (72 L. J. K. B. 152) Lord Halsbury, C., referring to the Gaming Acts, said: "To say that the Acts are not a good defence is a reflection upon the Legislature." In *Conway* v. *Wade* (1909, A. C., at p. 510) Lord Loreburn, C., said: "I prefer to say nothing as to some opinions expressed in the Court of Appeal with regard to the Act and the motives supposed to have actuated those who passed it. If the Act is to be interpreted or applied in the view that stirring up strife is any part of it, then, indeed, it will be a fountain of bitter waters."

KENNEDY, L.J., and BRAY, J., gave judgment to a like effect.—COUNSEL, for the appellants, *Langdon*, K.C., *McCardie*, and *Schloesser*; for the respondent, *Sir F. Low* and *H. Dobb*. SOLICITORS, *Dangerfield, Blythe, & Canning*, for *Hall, Son & Hawkins*, Manchester; *M. Grunebaum*.

[Reported by ERSKINE REID, Barrister-at-Law.]

LAMBERT *v.* **HOME.** No. 1. 1st and 7th April.

PRACTICE—DISCOVERY—PROFESSIONAL PRIVILEGE—TRANSCRIPT OF SHORTHAND NOTES OF PROCEEDINGS IN COUNTY COURT—DOCUMENT PREPARED IN ANTICIPATION OF FUTURE LITIGATION—MATTERS PUBLICI JURIS.

A transcript of shorthand notes of evidence given in previous proceedings in another court, to which the defendant was a party, is a documentary record of matters publici juris, *and therefore is not privileged from discovery, although it has been made at the instance and cost of the defendant, through his solicitor, in anticipation of future litigation, and in order to assist in the preparation of his case.*

So held by Cozens-Hardy, M.R., *and* Buckley, L.J., Channell, J., *dissenting.*

Nordon *v.* Defries (8 *Q. B. D.* 508) *overruled.*

Lyell *v.* Kennedy (27 *Ch. D.* 1) *distinguished.*

Appeal from a decision of Lawrence, J., ordering discovery of a transcript of shorthand notes of proceedings in the county court. The plaintiff in the present action was being driven in a taxicab belonging to the National Motor Cab Co. and sustained injuries in consequence of a collision between the cab and a motor car belonging to the defendant. Two actions for damages for negligence were brought in the county court as a result of the accident, one by the defendant Home against the cab company, and another by the driver of the cab against the defendant, in which the latter entered a counter-claim. The defendant, anticipating that the plaintiff would bring an action for damages for negligence against him, instructed a shorthand writer to attend the county court, and take notes of the evidence given in both cases, which, by arrangement, were heard consecutively. Judgment was given against the defendant in both cases. The plaintiff now asked for discovery of the transcript of the shorthand notes, which had already been made by the defendant for his own purposes. The defendant contended that the transcript was privileged, as having been made in anticipation of the present action with the intention of making it part of counsel's brief, if the action were brought, but Lawrence, J., overruled the objection, and the defendant appealed. *Cur. adv. vult.*

COZENS-HARDY, M.R., after stating the facts, proceeded: It is admitted that the transcript relates to the matters in question in this action, but it is contended that the document is privileged, that it is in substance part of the plaintiff's brief, as a statement of what some or possibly all, of the witnesses who were present at the collision have sworn, and that it is not fair to require the defendant to produce that which has been brought into existence under the instructions and at the cost of the defendant in anticipation of the present litigation. Now the proceedings in the county court were public, anyone present could listen and take a note of what the witnesses said. The transcript did not involve any such "professional knowledge, research, and skill," as Bowen, L.J., referred to in *Lyell* v. *Kennedy* (27 Ch. D. 1). There is no original composition in the document. It is a mere transcript of that which is *publici juris*. A defendant who has obtained, at his own cost, a copy of a document, not in his possession, which is not itself privileged, cannot decline to produce the copy, although he obtained it in anticipation of future litigation; so here a mere reproduction in physical form of that which is *publici juris* cannot, I think, be privileged. With one exception, the authorities seem to me to support this view. *Nicholls* v. *Jones* (2 H. & M. 588), *Rawstone* v. *Preston Corporation* (30 Ch. D. 116), *Re Worswick* (38 Ch. D. 370), and *Ainsworth* v. *Wilding* (1900, 2 Ch. 315) all laid down principles which seem to cover the present case. The only exception is the decision of a Divisional Court in *Nordon* v. *Defries* (8 Q. B. D. 508), which, with great respect, I am unable to follow. The reasoning on which Mathew, J., based the judgment of the court in that case has not, in the argument before us, been attempted to be supported. The authority of *Nordon* v. *Defries* has been questioned by text-writers. In my opinion, the order made by Lawrence, J., was quite right, and this appeal must be dismissed with costs.

BUCKLEY, L.J., who observed that no such privilege as that based on reproduction by writing could exist, for if it did, a copy would be privileged where the original was not, delivered judgment to the same effect.

CHANNELL, J., in the course of a dissenting judgment, said that spoken words were evanescent, and if no one other than the defendant recorded them, and he did so for his own use in anticipated litigation, then he had in the record a document which he had brought into existence through his solicitor, for the express purpose of instructing solicitor and counsel, and to enable him to prepare and conduct his defence in the present case. Such a record was not public property, and in his lordship's opinion was privileged from discovery. He could see no distinction between the professional skill and labour involved in bringing such a record into existence, and the professional care and skill in making a collection of inscriptions on tombstones, or extracts

from registers for use at the trial, as in *Lyell* v. *Kennedy* (*supra*). He did not think any of the cases cited were authorities against this view, except *Rawstone* v. *Preston Corporation* (*supra*), for in no other case was there evidence that the transcript was made for the protection of the party in the case. There Kay, J., disregarded the arguments addressed to him without giving any reasons. *Nordon* v. *Defries* (*supra*), an express authority the other way, his lordship thought was rightly decided, and, further, did not depend solely on the view that the document was privileged in the action in which it was taken. It was quite possible that there was some difference of opinion and practice on the point between the Chancery and the King's Bench Division, for the litigation in the two divisions was of a different character. In the King's Bench Division there were more cases of disputed facts, contradictory evidence, and fraudulent claims than in the Chancery Division. The contradiction between witnesses in collision cases was not always due to dishonesty, but often a matter of memory. In cases of the present character, he thought the extensive discovery now allowed was mischievous. For those reasons the King's Bench judges seemed inclined to give less wide discovery than Chancery judges. He thought the defendant was entitled to retain the advantage which the foresight of his solicitor had procured for him, but if discovery were ordered, it would be reasonable to treat the notes as having been taken for joint use upon each side paying half their cost, but that was a matter for agreement, not for adverse order. He could not think, however, that it would be just to the defendant to order discovery of the notes in the present case, and therefore he was of opinion that the appeal should be allowed.—Counsel, *Sankey*, K.C., and *Harold Brandon*; *T. C. Gibbons*, K.C., and *Poley Scott*. Solicitors, *White & Co.*; *Bell & Sugden*.

[Reported by H. Langford Lewis, Barrister-at-Law.]

High Court—Chancery Division.

***Re* WARDE. WARDE *v.* RIDGWAY AND ANOTHER.**

Sargant, J. 3rd March.

Will—Construction—Advancement by Parent to Child—Debt Due to Testator—Whether Released by the Will—Advances to be Brought into Hotchpot.

A declaration in a will that all moneys advanced to any of the testator's children, or his or her wife or husband, should be brought into hotchpot and accounted for on the distribution of his estate, was held not to cover two advances by way of loan to the husband of one of the testator's daughters, one of a sum of £1,000, secured by promissory note given before the date of the will, and another of a sum of £650, also secured by promissory note given after the date of the will. The clause had not had the effect of altering the nature of transactions which were really debtor and creditor transactions. Such a clause is a charging and not a discharging clause, and applies primarily to advances by way of anticipatory portion.

Held, accordingly, that these debts were personally recoverable.

Judgments of the Lords Justices in Limpus *v.* Arnold (15 *Q. B. D.* 300) *not in conflict with this view.*

This was a summons to determine the effect of a hotchpot clause. The testator gave £1,000 a year out of his residue to his wife for life, and the remainder of the income of the residue between and amongst his nine children as tenants in common, and he declared that all moneys advanced by him to any of his said children, or her or his husband or wife, should be brought into hotchpot, and accounted for on the distribution of his estate. He died in 1898. The testator's daughter Charlotte had married one Jonathan Harrison in 1864, and she died in 1901. The testator's widow was still alive. The testator had advanced to Harrison £1,650, £1,000 secured by a promissory note given before the date of the will, and £650 by promissory note given after the date of the will. These promissory notes carried interest. Subsequently Harrison got into financial difficulties, and the defendant Ridgway had been appointed a trustee for his creditors. The other defendant was one of Harrison's daughters. Counsel for Ridgway contended that this clause had had the effect of turning the debt into an advance, and relied on *Limpus* v. *Arnold* (15 Q .B. D. 300). Counsel for the other defendant contended that the debt was not released. He relied on *Re Cosier*; *Humphreys* v. *Gadsden* (1897, 1 Ch. 325).

Sargant, J., after stating the facts, said :—This clause is a charging and not a discharging clause, and applies primarily to advances by way of anticipatory portion. If it was held that these words had the effect of turning an advance by way of loan into an advance by way of portion such a decision would exonerate the husband from his obligation to repay the money. Accordingly, I hold that there is no sufficient reason for giving to these words any more than their natural meaning, and turning the debt, for which the testator had taken promissory notes, into an advance by way of portion only chargeable against the estate and not personally recoverable, and accordingly the debt is personally recoverable. I do not think the judgments of the learned Lords Justices in the case of *Limpus* v. *Arnold* (15 Q. B. D. 300) will bear the interpretation sought to be put upon them by Mr. Hildyard. I do not think such judgments are in conflict with this decision.—Counsel, *J. M. Stone*; *Hildyard*; *P. B. Lambert*. Solicitors, *Petch & Co.*, *for Crust, Todd, Mills & Sons*, Beverley; *Kingsford, Dorman & Co.*

[Reported by L. M. May, Barrister-at-Law.]

***Re* PROPERTY INSURANCE CO. (LTD.).** Astbury, J. 10th March.

Company Winding-up—Examination—Power to Order it in Open Court—Jurisdiction—Discretion—Companies (Consolidation) Act, 1908 (8 Ed. 7, c. 69), s. 174—Companies (Winding-up) Rules, 1909, r. 5, sub-rule 2.

According to the practice, examinations under section 174 *of the Companies (Consolidation) Act*, 1908, *are private examinations, and the practice should be adhered to.*

Quaere, *whether there is jurisdiction to order such examinations to take place in open court in very exceptional circumstances.*

Re London and Northern Bank, Haddock's case (1902, 2 *Ch.* 76) *and* Re John Tweddle & Co. (1910, 2 *K. B.* 697), *applied.*

These were two motions by directors in this matter to discharge an order made by the registrar in the Companies (Winding-up) Department for their examination in open court under sections 174 and 193 of the Companies (Consolidation) Act, 1908. The company was incorporated in 1898, and all the applicants became directors in 1909, and one of them resigned in January, 1913. On the 17th of November, 1913, it was resolved to wind up the company voluntarily, and a liquidator was appointed, and on the 16th of December a supervision order was made. The liquidator reported serious irregularities in the conduct of the business, but did not charge fraud against the applicants. He stated that it was impossible to investigate these matters without an examination of the applicants, which he suggested should be in open court, and he issued an *ex parte* summons for liberty so to examine them, and the registrar made an order *ex parte* on that summons for such an examination in open court before him. Counsel for the applicants contended that there was no jurisdiction to make such an order under sections 174 and 193, and that in any event in this case the order was made without proper or sufficient cause and without notice to the applicants. The examination should be the usual private examination, to which they raised no objection. Counsel for the liquidator relied on rule 5, sub-rule 2, of the Companies (Winding-up) Rules, 1909, which provides that examinations, under section 174, "shall be held in court or in chambers as the court shall direct," and on section 237 of the Act of 1908, under which the rules have statutory force.

Astbury, J., after stating the facts, said : In the view which I have taken of this case I am not called upon to decide the question whether there is jurisdiction to make this order. In practice orders made under this section are for private examinations in contradistinction to orders made under section 175, which are for public examinations. But, in my judgment, if such jurisdiction does exist, it should only be exercised in very exceptional circumstances. The principal which I shal apply is that laid down in the following case cited to me by counsel : *Re Grand Kruger Gold Mining Co., Ex parte Barnard* (1892, 3 Ch., 307), *Re London and Northern Bank, Haddock's case* (1902, 2 Ch. 73), *Ex parte Barnes* (1896, A. C. 146), and *Re John Tweddle & Co.* (1910, 2 K. B. 697). In the present case there is no charge of fraud against the applicants. They ought not to have been ordered to be examined in open court, and that part of the registrar's order is accordingly discharged.—Counsel, *H. E. Wright*; *Percy Wheeler*; *Micklem*, K.C., and *Henry Johnstone*. Solicitors, *Ashurst, Morris, Crisp & Co.*; *Roney & Co.*; *Redfern, Hunt & Co.*

[Reported by L. M. May, Barrister-at-Law.]

***Re* DRUMMOND. ASHWORTH *v.* DRUMMOND.** Eve, J 26th March.

Will — Construction — Charitable Gift — Perpetuity — Gift for Workpeople's Holiday—Gift for Benefit of a Club—Discretion as to Application of Legacy.

A testator gave a legacy for the purpose of contributing to the holiday expenses of the workpeople employed in a certain mill. He also gave a legacy to a club, and "desired" that it should be utilized for such purposes as the committee of the club might determine.

Held, that the bequest to the holiday fund was not a good charitable gift, and was void as being a perpetuity.

Held, also, that the gift to the club was a valid gift for such purposes as the committee should determine.

Re Clarke (1901, 2 *Ch.* 110) *applied.*

This adjourned summons raised two questions : (1) Whether a gift towards the holiday expenses of workpeople was valid, and (2) whether a gift to a club for such purposes as the committee should determine was also valid? By his will the testator directed his trustees to pay the income of certain shares in J. Drummond & Sons (Limited) to the directors for the purpose of contributing to the holiday expenses of the workpeople employed in the spinning department in such manner as the majority of the directors should in their discretion think fit, and the testator gave the residue of his estate to the Old Bradfordians' Club, London, and declared that the receipt of the treasurer should be a good discharge to the trustees. By a codicil the testator declared that he desired that the moneys should be utilized by the club for such purposes as the committee for the time being might determine, the object and intent of the bequest being to benefit old boys of the Bradford Grammar School residing in London or members of the club, and to enable the committee, if possible, to acquire premises to be used as a club house or club room for the use of the members, and, further, for the purpose, if they so desired, of founding exhibitions or scholarships. The workpeople employed in the spinning department numbered about 500, most of whom were women and girls earning about 15s. a week, and some of them contributed to the holiday fund.

EVE, J.—The first question is whether the bequest to the holiday fund is a good charitable gift. It is contended that, although nothing is said in the will as to poverty or poor persons, yet the court ought to draw the inference that the trust is only for such of the workpeople as are unable to contribute to the fund or to afford a holiday, and, alternatively, that the whole class of workpeople may be properly described as poor people. I do not think I can put that construction on the gift. I think the testator intended that the fund should be supplemented by the bequest without any reference to the ability of the workpeople to contribute to it. Nor can I hold that the workpeople are in such a condition of poverty as to be properly the objects of a bequest to poor persons. Then it is said that the bequest may be a good charitable gift as being a gift for a section of the public. It is said that the present case falls within the class of cases where a gift in favour of a particular or even small section of inhabitants, such as the freeman of a borough, has been held to be a good charitable gift. I confess that I should have been glad if I could have seen my way to uphold the gift on that ground. But here the qualification is the workpeople employed in a particular department of a particular mill. I think, therefore, the bequest was not for the general public, but for private individuals, and therefore the bequest is not a good charitable gift, and fails, being void as a perpetuity. With regard to the second point, as to this gift to the Old Bradfordians' Club, the testator by his codicil gave a number of directions as to the bequest which are not very clearly expressed. I feel some difficulty in holding that the members of the club take beneficially—that is, that they take in such a way as to make it competent for them to divide the legacy between themselves as individuals. Mr. Maugham says that that is the effect of the bequest, because there is a clear gift to them by the will and only expressions of desire as to its application in the codicil. I cannot accede to that contention. I think the codicil contains something more than expressions of desire, and that it imprints on the legacy something in the nature of a trust. It is difficult to say exactly what that trust is, but, putting it generally, it is for the benefit of the members of the club. The testator also mentioned certain purposes to which he desired the legacy to be applied, such as a club house or club room or scholarships. It is impossible to read these purposes without seeing that they tend to or savour of a perpetuity, and if held upon trust for such purposes it would be difficult to say that the gift was valid. But that is not the substance and effect of the codicil. Those were the objects which the testator desired, but he left the carrying out of them to the committee, and the paramount and only trust was to apply the fund as they should determine. The question is whether the legacy on which such a trust is imposed is invalid because the testator contemplates that it may be applied for purposes which tend to a perpetuity. There is abundant authority that I ought not so to hold. In *Re Clarke* (1901, 2 Ch. 110), where the cases are reviewed, Byrne, J., said: "It is, I think, established by the authorities that a gift to a perpetual institution not charitable is not necessarily bad. The test, or one test, appears to be whether the legacy when paid is subject to any trust which will prevent the existing members of the association from spending it as they please. If not, then the gift is good." That is the case here. The application of the money is to be determined by the committee, and is not controlled by any other trust. I think Mr. Maugham is right in saying that you must look at the characteristics of the legacy; that is, whether it is inalienable or not. I hold, therefore, that there is a good gift for such purposes as the committee may determine.—COUNSEL, *Uthwatt; Clayton*, K.C., and *Howard Wright; Maugham*, K.C., and *Hartree; Austen Cartmell; Harman; Dighton Pollock*. SOLICITORS, *Blundell, Gordon & Co.*, for *Gordon, Hunter, & Duncan*, Bradford; *Kingsford, Dorman, & Co.*, for *Vint, Hill, & Killick*, Bradford; *Moverley Sharp*, the Treasury Solicitor; *Speechley, Mumford, & Co.*, for *Mumford, Johnson, & Co.*, Bradford.

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

High Court—King's Bench Division.

STRATFORD-ON-AVON CORPORATION v. PARKER. Div. Court. 4th and 5th March.

LANDLORD AND TENANT—REPAIRING COVENANT IN LEASE—DEATH OF ASSIGNEE INTESTATE—EXECUTOR DE SON TORT—LIABILITY OF.

The plaintiffs sued the defendant as executor de son tort *for breaches of covenant in a lease of which they were the lessors and the defendant's mother had been assignee. The defendant's mother died in* 1910 *intestate. No letters of administration were taken out. From that date onwards the defendant, who had collected the rents in his mother's lifetime, collected them for his sister. The sister died in* 1912. *The defendant continued to collect the rents, and, after paying ground-rent to the plaintiffs, held the balance for the owners, whoever they might be. In December,* 1912, *the plaintiffs first discovered that the defendant's mother was dead, and, acting on the defendant's suggestion, they took possession of the premises. Subsequently they brought this action. There were no assets of the mother's estate.*

Held, that the defendant was not liable by privity of estate since the term had not vested in him, and he was not liable by estoppel.

Position of a lawful executor distinguished.

The facts and arguments appear from the judgment of Lush, J.

LUSH, J.—This is an appeal by the plaintiffs from the judgment of the learned county court judge of the Stratford-on-Avon County Court, who dismissed the action. The plaintiffs were the lessors of some premises of which the mother of the defendant was the assignee. She died some few years ago, about 1910, and this action was brought against her son as executor *de son tort* and assignee of his mother upon a covenant to repair contained in the lease. No letters of administration were ever granted in respect of the estate of the defendant's mother, and she left no will. On the mother's death the rents of the demised premises received from the tenants were collected by the defendant, who had collected them during his mother's lifetime, and were paid by him to his sister, who died in August, 1912. After his sister's death the defendant did not know to whom the property belonged; so what he did was to continue to collect the rents and pay the ground-rents to the plaintiffs, retaining the surplus in his own hands on behalf of such persons as might in law be found entitled to the rents. The defendant had never been in possession of the demised premises, and upon the plaintiffs giving notice that certain work was required to be done in accordance with the covenants in the lease, he suggested that they should take possession of the property. They acted upon this suggestion and took possession of the premises, and from that time received the rents. Upon these facts the question is whether this action for breach of the covenant to repair contained in the lease lies against the defendant. It is obvious that the defendant cannot be sued upon this covenant unless he either entered into the covenant or else became liable as covenantor by privity of estate. Of course, it may be that, although he did not in fact enter into the covenant or become liable by privity of estate on the covenant, he or any other person may be estopped from denying that he is liable; but estoppel is only a rule of evidence, and if he is estopped from denying the facts he would be—on the facts which must be assumed, if not proved, against him—in the same position as if he had entered into the covenant. Therefore, it is quite right as a proposition to say, as I have said, that the defendant can only be successfully sued on the covenant if he entered into it, or if he cannot dispute that he did so, or if by privity of estate he became liable upon the covenant, because it ran with the land and the estate was vested in him. It is manifest that the defendant did not enter into the covenant. Can he be sued on it by privity of estate? In other words, was the term vested in him so that he became liable by privity of estate on the covenants, or is he estopped from disputing these facts? It will be convenient to deal with the latter alternative first, because it was practically admitted by the plaintiffs that there was no estoppel. If it were not admitted it is perfectly plain upon the correspondence that there was none. The defendant never paid the ground-rents in his own name; he never did anything in the nature of attorning to the plaintiffs or asserting that he was their tenant. He never even did it by implication, because when he paid the ground-rent he did not do it upon the footing that he was the tenant, and so far as the plaintiffs were concerned, they never received any ground-rent on the footing that the defendant was their tenant. They took it upon the footing that it came from their real tenant, the defendant's mother, and as soon as they ascertained that the mother was dead they acted upon the suggestion made by the defendant, and took possession of the premises at once, and if election was necessary upon their part, they elected not to treat the defendant as if he had been their tenant. There could be no estoppel, because the plaintiffs did not alter their position by reason of anything the defendant said or did. Therefore, we fall back upon a proposition which may be simply stated thus: Is an executor *de son tort*, who has done what the defendant did in this case, a person who is liable by privity of estate on the covenants contained in the term vested in the intestate? It seems to me that when one considers the circumstances of the case and the authorities, and when one also considers the true position of an executor *de son tort*, that he is not liable in circumstances such as these by privity of estate. A lawful executor is, of course, in an entirely different position. If a testator dies possessed of a term of years, the term vests in the executor, but the executor cannot then be personally sued upon the covenants contained in the lease, although in law the term is vested in him by assignment by operation of law; but if he enters, and takes possession and enjoys the beneficial occupation, then that entry, coupled with the legal title he has as executor, puts him in the position of an actual assignee of the term, liable upon the covenants by privity of estate as fully as if the term had been assigned to him. That is the position of a lawful executor; but an executor *de son tort* has no title to the term by operation of law or otherwise. An executor *de son tort*, if he intermeddles, becomes subject to the liabilities of an executor, but does not by operation of law or otherwise become entitled to the term of years. Therefore, if an executor *de son tort* does enter and receive the rents and intermeddle with the estate, he has not that which the lawful executor has which makes that entry, coupled with his title, equivalent to an assignment of the term. The defendant in the present

case was never possessed of this term, and if he was never possessed of it, he never had that privity of estate which would have fastened upon him the same liabilities in respect of this covenant, which he would have been under if he had actually entered. In *Williams* v. *Heales* (1874, L. R. 9 C. P. 177), where the facts were very similar to those in the present case, the liability of the executor *de son tort* was put on the ground of estoppel. The real basis of the decision was that the defendant had so conducted himself as between himself and the lessors, by paying the rent and otherwise asserting his title to the term, that he was estopped from disputing that he was in the position of an assignee. That ground of decision would have been wholly unnecessary if the plaintiffs' contention were right in this case, and it is a ground which is wholly without foundation in the present case, because here there was no estoppel. I think there was in this case no privity of estate, and as there was admittedly no privity of contract the action was rightly dismissed.

ATKIN, J., delivered judgment to the same effect.—COUNSEL, for the plaintiffs, *J. B. Matthews*, K.C., *W. H. Riley-Pearson*, and *G. F. Spear*; for the defendant, *W. J. Disturnal*, K.C., and *John Wylie*. SOLICITORS, *Crowders, Vizard, Oldham & Co.*, for *Robert Turner*, Stratford-on-Avon; *C. E. Whitehouse*, Birmingham.

[Reported by C. G. MORAN, Barrister-at-Law.]

Probate, Divorce, and Admiralty Division.

HAMPSON v. HAMPSON, KING'S PROCTOR SHEWING CAUSE.
Bargrave Deane, J. 9th March.

DIVORCE—WIFE'S PETITION—ADULTERY AND CRUELTY—DECREE NISI—INTERVENTION—FALSE SWEARING AT TRIAL—CONCEALMENT OF MATERIAL FACTS—PETITIONER'S ADULTERY—DISCRETION.

In future, whatever question there might be as to the future of the parties, the court, when asked to exercise its discretion in their favour, will refuse to assist those who have been guilty of perjury, and have denied on oath that they have concealed material facts from the knowledge of the court.

Intervention by the King's Proctor to shew cause why the decree *nisi* in the case pronounced on the 17th of February, 1913, should not be made absolute on the ground that the petitioner had herself been guilty of adultery. The petitioner filed her petition on the 14th of October, 1912, for a divorce from her husband on the ground of his cruelty and adultery. The case was not defended, and the petitioner obtained a decree *nisi*. Inquiries having been made by the King's Proctor, the Attorney-General issued his fiat directing an intervention to shew cause against the decree. The King's Proctor accordingly entered an appearance in the suit, and on the 25th of July, 1913, filed his plea, in which he alleged, *inter alia*, (1) that material facts had been kept from the knowledge of the court; (2) that the petitioner had falsely sworn at the trial that she had led a moral life since March, 1911, and was still doing so at that time; (3) that the petitioner had frequently committed adultery with Riley George, and that for a period from July to September, 1911, she had lived with him at 1, Graveney-road, Tooting, and had frequently committed adultery with him there; and (4) that the petitioner had frequently committed adultery with Dick Wymark. On the 13th of October, 1913, the petitioner filed an answer denying the truth of the charges in the King's Proctor's plea, and on the 13th of February, 1914, the King's Proctor received a letter from the petitioner's solicitors admitting that the charge of the adultery of the petitioner with Wymark was true. On the 2nd of March counsel for the petitioner asked the court to exercise its discretion in her favour. [BARGRAVE DEANE, J.: She should have done that in her answer, instead of denying the charges in the King's Proctor's plea.] The petitioner, in her evidence, admitted the adultery with Wymark, and explained her false swearing at the trial by saying that her one wish was to keep Wymark's name "out of it," as he had been so good a man to her. She added that she had not known what happiness was until she met him two years ago. She married at the age of sixteen; her husband was an habitual criminal, had treated her cruelly, and had forced her on the streets. She had adopted a child her husband had had by another woman. She denied, however, that she had ever committed adultery with Riley George, as alleged in the plea of the King's Proctor. The case then stood adjourned.

BARGRAVE DEANE, J., in giving judgment, said that the petitioner, when she swore at the trial that she had been living a moral life since March, 1911, had committed perjury. Further, when the King's Proctor filed his plea she denied all the allegations in it. It was clear that Wymark, apart from his immorality, had behaved exceedingly well, and had saved the woman from a relapse into even a worse life than she had previously led. In cases in which the court was asked to exercise its discretion it was useless for counsel to cite precedents. Every case must be dealt with on its own facts. Every instinct he possessed told him that he ought not to exercise his discretion in the present case. But there was another consideration which weighed heavily with him, and that was the question of the woman's future. Would it be any use to give her another chance? If he did not do so, no one could doubt that she would relapse into the condition of a common prostitute. If he were to give her another chance on the understanding that Wymark married her, there was a possibility that she would become, and remain, a respectable member of society. The position of the King's Proctor in the case was a difficult one. He had to shew cause why the decree *nisi* should not be made absolute, and he had been met by lie after lie. He was consequently bound to prove that the woman was a liar, and had deceived the court and suppressed material facts. In that case, he (the learned judge) wished it were possible to order that the costs of the King's Proctor should be paid by the person who asked the court to exercise its discretion. But he could not do that, as the petitioner had sued *in forma pauperis*, and had no money. He had no power to make Wymark pay the costs, nor should he be justified in making it a condition precedent. Against every feeling he had he was going to exercise his discretion, and to give the petitioner her decree, but he wished it clearly understood that the case was not to be a precedent. He would not do a similar thing in future, whatever question there might be as to the future of the parties; he would refuse to assist people who were guilty of perjury and who denied on oath that they had concealed material facts. The decree *nisi* would not be rescinded, and the case would take its usual course to decree absolute. He made a formal order against the petitioner for the King's Proctor's costs.—COUNSEL, for the King's Proctor, *Hollis Walker*, K.C., and *Victor Russell*; for the petitioner, *Kingham*. SOLICTORS, *The King's Proctor; Arthur G. Lewis*.

[Reported by C. P. HAWKES, Barrister-at-Law.]

Societies.

United Law Society.

A meeting of the above society was held on Monday, the 20th of April, at 3, King's Bench-walk, Temple, E.C. Mr. Wilfred Evill moved: "That the case of *Lucy* v. *Bawden* (L. R. 1914, 2 K. B. 318) was wrongly decided." MR. C. P. Blackwell opposed. The following gentlemen also spoke:—Messrs. T. Jamieson, N. H. Aaron, O'Gorman, T. Hynes, and H. S. Wood Smith. The motion was lost by 3 votes.

The Union Society of London.

The twenty-third meeting of the 1913-14 session was held at 3, King's Bench-walk, Temple, on Wednesday, the 22nd of April, at 8 p.m. The President was in the chair. Mr. Stables moved: "That this House considers the whole system of education in this country is bad, compares unfavourably with that of other countries, and is a source of danger to our industrial supremacy." Mr. Safford opposed. There also spoke Mr. Edison Thomas, Mr. Harry Glen, Mr. Rowe, Mr. Willson, Mr. Gallop. The motion was carried.

Companies.

Alliance Assurance Company.

ANNUAL COURT.

The annual general court of the Alliance Assurance Company, Ltd., was held on Wednesday, at the head offices, Bartholomew Lane, E.C., Lord Rothschild, the chairman, presiding.

The report stated that during the year 2,742 new life policies had been issued, covering £2,050,002 and producing £81,907 1s. 10d. in premiums. Of the amount covered, £251,915 was reassured at a premium of £8,860 15s. 8d. The total premiums on the combined life accounts amounted to £1,165,404 16s. 3d., and at the close of the year the life assurance and annuity funds stood at £17,974,663 6s. 6d. The 18th quinquennial term closed on the 31st December, 1913; during the quinquennium there had been a considerable expansion in the new life business of the company. The fire premiums for the year amounted to £1,347,628 15s. 9d., and the claims were £557,108 0s. 8d., being £42 16s. 6d. per cent. of the premiums. The total funds after writing down the Stock Exchange securities to their market values, amounted to £24,113,840 18s. 1d.

Mr. Robert Lewis (general manager) having read the notice convening the meeting and the actuary's certificate,

The CHAIRMAN moved the adoption of the report and accounts for the year 1913. He said it was always a pleasure for the directors to meet the shareholders when they had such a very satisfactory report and such good accounts to lay before them. It would be noticed that the life business of the company continued to expand on a large and, he hoped, a very satisfactory and sound basis. The amount of the new policies issued during the year was a little over two millions sterling. It happened that two sections of the company's life business, namely, the Alliance and the Economic sections, fell at the close of the year under review. Valuations had been made with respect to them on the same conservative basis to which the board had always adhered, and it would be noticed that there was a considerable surplus on the Alliance section and also that the board had been able in the first few years of their management to do better for the Economic than had been done before that company became amalgamated with the Alliance. He wished to make some remarks at this point which were perhaps not of quite so satisfactory a nature as was the working of the insurance departments of this great corporation. The well-being of insurance companies, whatever business they might transact, and the prosperity of life business depended upon the value of the securities in

which their money was invested. It was a question to which he had called attention before, and he rather fancied that when he did so upon the last occasion his remarks, he might say, were not only not appreciated, but they were rather ridiculed. But he wished the meeting to bear in mind that on the 31st December last the directors had been compelled to write down the value of the Stock Exchange securities held by the company by no less a sum than £533,000. And that was not all, because during the quinquennium he thought this was the first office to adopt what he might call the conservative principle; it was certainly so on the shareholders' account, of always writing securities down to the market prices instead of having what I may term the storm signal—a fictitious reserve for depreciation. He was very well aware, and thought it right to tell the meeting, that though the directors wrote down the Stock Exchange securities held by the company by the sum of £533,000 on the 31st December, on the 31st March they had improved by about £200,000. He believed that since then they had somewhat depreciated. But he had called the attention of the meeting to the subject not from the directors point of view, for it was a disagreeable thing for the board to have to write down securities, nor was it from the shareholders point of view, because, after all, numerous as the shareholders in insurance companies were, they were but a small body; but it was in the interests of the millions who were insured in offices like the Alliance, or who took out industrial policies, or who tried to secure provision in friendly societies and under the various new schemes, and the stability of all these schemes depended not only on actuarial calculations, but on the maintenance of the values of the investments, which were the basis of all insurance schemes. Therefore, it was not only the shareholders of the company who were concerned, but it was also the millions who were insured in all these companies who had to see that the securities in which their money was invested were not depreciated by what shall I say?—chance legislation. Of course, no director or anyone else could foresee the events which had taken place during the last year. When he addressed the shareholders at the last annual meeting he thought that the Balkan war was over, but it had dragged on to the end of the year, and there had been other disturbing elements in the politics of the world. At the present moment there was the Mexican crisis and there were other matters which affected the markets. He had thought it his duty to refer to this subject. The fire accounts last year showed good results, notwithstanding the endeavours of a certain section of the population to increase the company's losses. How far they were answerable for them he did not pretend to say; no doubt, since the beginning of the year there had been a large number of fires. Whether these were due to the law of average or whether they were the result of crime and ill-feeling, he did not pretend to judge. As usual, the directors had not brought into the profit and loss account the moneys which had been made on the accident department.

Mr. F. A. Lucas seconded the motion, and it was unanimously adopted.

The Chairman declared a dividend of 12s. per share, less income tax, for the year.

On the motion of Mr. Lucas, seconded by Sir Charles Rivers Wilson, the retiring directors, Mr. Frederick Cavendish Bentinck, the Hon. Kenelm Pleydell Bouverie, Capt. Gerald M. A. Ellis and Lord Rothschild were re-elected.

On the motion of Mr. Deputy Miller Wilkinson, seconded by Mr. Fisher, Mr. C. L. Nicholls, F.C.A., was re-elected auditor.

A vote of thanks to the chairman and directors and to the staff was carried with acclamation.

The Chairman, in responding, said it was very gratifying to the directors to know that the company's excellent manager, Mr. Lewis, was still able to devote his time, his energies and his genius to the service of the corporation. The board much appreciated the zeal of those who worked under him and who strove to follow his good example.

Law Students' Journal.

Law Students' Societies.

Birmingham Law Students' Society.—A meeting of the society was held at the Law Library, Bennetts Hill, on Tuesday, the 7th day of April, 1914, G. J. G. Botteley, Esq., solicitor, in the chair. C. W. Lee, Esq. (solicitor) was duly elected as honorary member. The following moot point was then discussed:—"A is a passenger on the South-Coast Railway to Bournemouth West. The train stops for twenty minutes in Bournemouth Central Station, where A alights to procure refreshment. He leaves his hat and stick in the carriage. They are removed by one of the company's servants, who have instructions to remove all articles left in the carriages at Bournemouth Central Station. A arrives at Bournemouth West hatless and without his stick, and has to take a cab to his hotel. He writes the company for the return of his property, and is told he may have them upon payment of 6d., the charge for lost property. He refuses to pay, and brings an action for their recovery. Will he succeed?" Mr. C. H. Cox opened in the affirmative, and was supported by Messrs. A. G. Rollason, T. O. Skidmore, I. L. Wincer, B. S. Atkinson, and H. W. Stanton. Mr. S. H. Robinson opened in the negative, and was supported by Messrs. T. A. Dickinson, D. A. Clarke, and A. W. Fullwood. After the chairman summed up the question was put, and the voting resulted:—Affirmative, 10; negative, 4.

Birmingham Law Students' Society.—At a meeting of the above society, held at the Law Library, Bennett's Hill, Birmingham, on Tuesday, the 21st of April, at 6 p.m., R. Nelson Jones, Esq., in the chair, the following moot point was debated: "The Eastminster-on-Sea Golf Club, Ltd., directs caddies and other employees to hand in to the groundsman all balls found on the club's land, and there are affixed on the links notices to this effect. The club has also a rule to the effect that balls left on the links are to be deemed to be the property of the club. Sneaker, who makes a practice of searching for lost balls on these links, found one and appropriated it. Can Sneaker be convicted upon a charge of larceny?" (*Law Notes Moot No. 5*). Mr. B. S. Atkinson opened in the affirmative, and was supported by Messrs. O. L. Bergendorff, F. Stockdale and G. W. Moore. Mr. D. A. Daniels opened in the negative, and was supported by Messrs. H. W. Stanton, B.A., A. W. Fullwood and C. H. Cox. After the leaders replied the chairman summed up, and the voting resulted: Affirmative 4, negative 5.

Legal News.

Appointments.

Sir John Pickford, a judge of the High Court of Justice, King's Bench Division, has been appointed to a Lord Justice of the Court of Appeal, in the place of Lord Justice Vaughan Williams, who has retired.

Mr. Montague Shearman, K.C., has been appointed a Judge of the High Court of Justice, King's Bench Division, to fill one of the vacancies occasioned by the retirement of Mr. Justice Channell and the appointment of Mr. Justice Pickford to the Court of Appeal. Mr. Montague Shearman was born in 1857, and was educated at the Merchant Taylors' School and at St. John's College, Oxford, of which he was a scholar. Called to the bar by the Inner Temple in 1881, he went the Midland Circuit, on which he obtained a large practice. He took silk in 1903.

Mr. John Sankey, K.C., has been appointed a Judge of the High Court, King's Bench Division, to fill the other of the vacancies occasioned as mentioned above. Mr. John Sankey was born in 1866, and educated at Lancing College and Jesus College, Oxford, where he took a second class in Classical Moderations in 1887 and a second in Modern History in 1889, and later his B.C.L. degree. For a short time he was an assistant master at St. Paul's Preparatory School, Colet Court, until in 1892 he was called to the bar by the Middle Temple. He has had a considerable practice in the South Wales Courts, and took silk five years ago. Since 1909 he has been Chancellor of the Diocese of Llandaff.

Mr. T. R. Colquhoun Dill has been appointed by the Attorney-General to be Conveyancing Counsel to the Public Trustee.

General.

In the House of Commons, on the 21st inst., in answer to Mr. Newman, the Chancellor of the Exchequer stated that the area of the properties valued up to the 31st of March, 1914, in respect of which assessments to undeveloped land duty had by that date been made was some 800,000 acres. Answering a further question by Mr. Newman, the Chancellor of the Exchequer said an appeal had been entered in the Norton Malreward case raising all the points of principle decided against the Crown in that case, and in the Chells case, by Mr. Justice Scrutton, on the 28th of February.

After a long absence from the Law Courts, Mr. Justice Neville, who was taken ill on the Continent last year, resumed his duties in the Chancery Division on Tuesday. Mr. Bramwell Davis, K.C., on behalf of the bar, congratulated his lordship on his recovery, and said the bar were sincerely glad to see him again in his place on the bench. They trusted that the recovery was complete and lasting. His lordship, in thanking the Bar, observed that the inconvenience he knew his absence must have caused to the profession generally had been to him a great trouble, but it was quite unavoidable.

In discussing the effect of the recent licensing case of *Lydiate* v. *James Mellor & Sons* by the Liverpool stipendiary magistrate, a legal correspondent of the *Times* (17th inst.), concludes: It is allowable, therefore, to regard the Liverpool decision as sound law, and to anticipate that it is likely to be upheld. The judgment has already been followed in a similar case in Keighley. The effect of the ruling, if supported, will be enormous. It will render the tied-house system impossible except in cases where breweries take out their own licences to sell in respect of the public-houses that they own. This, of course, is quite a possible step. But it possesses inconveniences of its own from the brewer's point of view. The licence-holder

is the party to whom the law looks for the good conduct of the public-house. If brewery companies are to take out their own licences to sell, they will obviously incur a stricter responsibility for the good conduct of their own houses than it has hitherto been found possible to fix upon them. The tied-house system certainly works satisfactorily in many towns. But it has its plain drawbacks and it has few friends. It may safely be said that the principal objection to the system is the species of dual control that results in cases where the responsibility and the profits of a business are vested in different parties. The new decision will at any rate obviate this inconvenience for the future.

A solicitor at Acton on Tuesday, says the *Standard*, said that he was defending a prisoner, but another advocate had sent him along his brief as he could not get to the court, asking him to prosecute. He asked for a remand, so that he could inform the other solicitor of his position.

An inquest was held on Wednesday afternoon, at Hornsea, on the body of Charles William Todd, forty, solicitor, Hull, which was found decapitated on Tuesday night on the North-Eastern Railway, near Hornsea. Papers found on the body indicated that Mr. Todd was in financial difficulties, and a verdict of "Suicide whilst temporarily insane" was returned.

A question as to the working of penny-in-the-slot machines was raised, says the *Times*, in the Court of Appeal on Wednesday, before Lords Justices Buckley and Kennedy and Mr. Justice Scrutton. Mr. Walter, K.C., in describing what had happened in a particular case, said that the machines varied greatly according to design. For instance, one person placed a penny in the slot and obtained 9s. worth of chocolate. He tried again, and the second effort was equally successful. On the other hand, another machine would not respond to the insertion of a penny, and in yet another case the chocolate was all broken. The apparatus in the interior of some machines was handed to the bench, and their lordships made tests with pennies.

In the House of Commons, on the 1st inst., Mr. Royds, on behalf of Mr. FitzRoy, asked the Chancellor of the Exchequer if he would give figures shewing the cost of the Land Valuation Department for the year ending the 31st of March, 1914, including the amount borne by other Votes and the amount borne by the Valuation Office, Ireland. Mr. Montagu, who replied, said: The figure £1,393,000, which my right hon. friend explained in reply to a question on the 5th of May last, does not include the costs borne by the Valuation Office, Ireland, which up to the 31st of March, 1913, amounted to £39,497, making a total of £1,432,497. The total figures estimated on the same basis for the years ending the 31st of March, 1914 and 1915, are £745,900 and £843,614 respectively, including the items mentioned by the hon. members.

During the hearing of a case in the Court of Appeal on Tuesday, says the *Times*, Lord Justice Phillimore inquired of counsel whether the action had been reported in the court below. His lordship, on being informed that it had been reported in the *Times*, said, "I did not mean that; I meant in one of the regular reports; I thought it might have been reported in the Commercial Cases." The *Times* recalls that the expression "regular reports" which Lord Justice Phillimore used drew a protest from the Master of the Rolls (Sir W. Brett) in 1887. In the report of *Re Reed, Bowen, & Co., Ex parte Chief Official Receiver*, in the *Times* of the 21st of May of that year, the following passage will be found:—"Mr. Finlay, Q.C. (with him Mr. Sidney Woolf), for some of the creditors, took a preliminary objection that the official receiver had no *locus standi*. He was not a person aggrieved, and could not appeal. Mr. Muir Mackenzie (the Attorney-General and the Solicitor-General with him), for the official receiver: A similar question was raised in *Ex parte Leslie* (4 Morrell's Reports, 75). That case is not reported in the regular Law Reports. The Master of the Rolls: I object to that phrase. All reports made by gentlemen of the bar and published on their responsibility are equally regular. There is no superiority in the reports of the Council of Law Reporting. Counsel are as much entitled to cite the one as the other." All the reports of cases both in the *Times* and in the Times Law Reports are now, says the *Times*, as they have always been, the work of members of the bar, and therefore rank in point of authority with any other reports made by barristers. The Commercial Cases, to which Lord Justice Phillimore referred, are published by the *Times*.

Why Pay Rent? Take an Immediate Mortgage free in event of death from the Scottish Temperance Life Assurance Co. (Limited). Repayments usually less than rent. Mortgage expenses paid by the Company. Prospectus from 3, Cheapside, E.C. 'Phone 6002 Bank.—(Advt.)

Herring, Son & Daw (estab. 1773), surveyors and valuers to several of the leading banks and insurance companies, beg to announce that they are making a speciality of valuations of every class of property under the Finance (1909-10) Act, 1910. Valuation offices: 98, Cheapside, E.C., and 312, Brixton-hill, S.W. Telephone: City 377; Streatham 130.—(Advt.)

Members of the legal profession who are not already familiar with the Oxford Sectional Bookcase are invited to look into the merits of a bookcase combining handsome appearance, high-class workmanship, and moderate cost. The "Oxford" is probably the only dust-proof sectional bookcase obtainable. An extremely interesting booklet containing illustrations and prices may be obtained, post free; from the manufacturers, William Baker & Co., The Model Factory, Oxford.—(Advt.)

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Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 1	Mr. Justice Joyce.	Mr. Justice Warrington.
Monday April 27	Mr. Synge	Mr. Goldschmidt	Mr. Church	Mr. Farmer
Tuesday 28	Church	Borrer	Farmer	Synge
Wednesday .. 29	Farmer	Leach	Goldschmidt	Bloxam
Thursday 30	Bloxam	Church	Leach	Goldschmidt
Friday May 1	Greswell	Synge	Borrer	Leach
Satu day 2	Jolly	Farmer	Greswell	Church

Date.	Mr. Justice Neville.	Mr. Justice Eve.	Mr. Justice Sargant.	Mr. Justice Astbury.
Monday April 27	Mr. Jolly	Mr. Leach	Mr. Borrer	Mr. Bloxam
Tuesday 28	Greswell	Goldschmidt	Leach	Jolly
Wednesday .. 29	Borrer	Church	Greswell	Synge
Thursday 30	Synge	Greswell	Jolly	Farmer
Friday May 1	Farmer	Jolly	Bloxam	Church
Saturday 2	Bloxam	Borrer	Synge	Goldschmidt

EASTER SITTINGS, 1914.

COURT OF APPEAL.

APPEAL COURT I.

Tuesday, 21st April—Exparte Applications, Original Motions and Interlocutory Appeals from the Chancery Division and Chancery Final Appeals (if necessary).

On Wednesday, 22nd April — Chancery Final Appeals will be taken and continued until farther notice.

APPEAL COURT II.

Tuesday, 21st April—Exparte Applications, Original Motions and Interlocutory Appeals from the King's Bench Division and King's Bench Final and New Trial Appeals (if necessary).

King's Bench Final and New Trial Appeals will be taken on Wednesday, 22nd April, and continued until further notice.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

CHANCERY COURT III.

MR. JUSTICE JOYCE.

Tues., April 21 { Mots, sht caus, pets, fur con, and non-wit list
Wednesday 22 } Non-wit list
Thursday ...23 }
Friday ..... 24 ..Mots and non-wit list
Saturday ..25 { Liverpool and Manchester business
Monday.....27..Sitting in chambers
Tuesday ...28 { Sht caus, pets, fur con, and non-wit list
Wednesday 29 } Non-wit list
Thursday 30 }
Friday, May 1..Mots and non-wit list
Saturday ... 2 . Non-wit list
Monday..... 4 . Sitting in chambers
Tuesday ... 5 { Sht caus, pets, fur con, and non-wit list
Wednesday 6 } Non-wit list
Thursday 7 }
Friday ..... 8...Mots and non-wit list
Saturday ... 9 { Manchester and Liverpool business
Monday.....11..Sitting in chambers
Tuesday ...12 { Sht caus, pets, fur con, and non-wit list
Wednesday 13 } Non-wit list
Thursday ...14 }
Friday ..... 15...Mots and non-wit list
Saturday ...16...Non-wit list
Monday.....18 ..Sitting in chambers
Tuesday ...19 { Sht caus, pets, fur con, and non-wit list
Wednesday 20 } Non-wit list
Thursday ...21 }
Friday .....22...Mots and non-wit list
Saturday ...23 { Liverpool and Manchester business
Monday..... 25 ..Sitting in chambers
Tuesday ...26 { Sht caus, pets, fur con, and non-wit list
Wednesday 27 } Non-wit list
Thursday ...28 }
Friday .....29...Mots and non-wit list

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. Two copies of minutes of the proposed judgment or order must be left in court with the judge's clerk one clear day before the cause is to be put in the paper. In default the cause will not be put in the paper.

N.B.—The following papers on farther consideration are required for the use of the Judge, viz.:—Two copies of minutes of the proposed order, 1 copy pleadings, 1 copy judgment and 1 copy master's certificate, which must be left in court with the judge's clerk one clear day before the further consideration is ready to come into the paper.

CHANCERY COURT I.

MR. JUSTICE WARRINGTON.

Except when other Business is advertised in the Daily Cause List Mr. Justice Warrington will take Actions with Witnesses throughout the Sittings.

The Court will sit at 10.15 and rise at 4.15 each day except Saturday, when there will be no sitting.

CHANCERY COURT IV.

MR. JUSTICE NEVILLE.

Except when other Business is advertised in the Daily Cause List Mr. Justice Neville will take Actions with Witnesses throughout the Sittings.

The Court will sit at 10.15 and rise at 4.15 each day except Saturday, when there will be no sitting.

LORD CHANCELLOR'S COURT.

MR. JUSTICE EVE.

Except when other Business is advertised in the Daily Cause List Actions with Witnesses will be taken throughout the Sittings.

During these Sittings the Court will sit each day until 4.30 p.m., except on Saturdays, when there will be no sitting

CHANCERY COURT V.

MR. JUSTICE SARGANT.

In this Court the work will be taken as follows:—

Mondays, 10.15 a.m.—Chamber Summonses.
3 p.m.—Short Causes.
Tuesdays—Further Considerations, Petitions, and Non-Witness List.
Wednesdays—Non-Witness List
Thursdays—Non-Witness List.
Fridays—Motions and Non-Witness List.

N.B.—There will be no Saturday Sittings, but on other days the Court will sit at 10.15 and rise at 4.15.

CHANCERY COURT II.

MR. JUSTICE ASTBURY.

The Business in this Court (except when otherwise advertised) will be taken as follows:—

Mondays .....Sitting in chambers
Tuesdays ..... { Companies Acts and non-wit list
Wednesdays ...Fur con and non-wit list
Thursdays .....Non-wit list
Fridays..... { Mots, sht causes, pets and non-wit list

There will be no Sitting on Saturdays; the Court will sit from 10.30 to 4.30 other days.

THE COURT OF APPEAL.

EASTER SITTINGS, 1914.

The appeals or other business proposed to be taken will, from time to time, be announced in the Daily Cause List.

FROM THE CHANCERY DIVISION, THE PROBATE, DIVORCE AND ADMIRALTY DIVISION (PROBATE AND DIVORCE), AND THE COUNTY PALATINE AND STANNARIES COURTS.

(General List.)

1913.

In re Drewell, dec Storr v Drewell (s o Trinity)
Companies Winding-up In re the Companies (Consolidation) Act, 1905, and In re the Premier Underwriting Assoc ld
Hopcroft v Hopcroft & Norris ld Hopcroft & Norris ld v Hopcroft and anr
In re P C Smith, dec Smith v Smith (s o generally)
Millbourn and ors v Lyons (s o for appointment of Legal Representative)
In re an Application, No 349,763, by the Texas Co for registration and In re The Trade Marks Act, 1905
Swansea District Registry Woodman v The Pwllbah Colliery Co ld

1914.

Manchester Ship Canal v Horlock
Appenrodt v London County Council
In the Matter of the Estate of John Gurden, dec Gurden v Gurden
Whittington Gas Light and Coke Co ld v The Chesterfield Gas and Water Board
In re Benjamin Johnson, dec Pitt v Johnson and ors
In re Jaques, dec Eccles v Dearlove
In re Helyar, dec Church v Helyar and ors
In re M A Deloitte Gosling and anr v Griffith and ors
In re A Whitehead, dec T Whitehead v O L A Whitehead and ors
In re The Estate of H J Young, dec W J Young v Herbert Young and ors
In re The Companies Consolidation Act, 1908 In re The British Union, &c Co ld and In re The Assurance Companies Act, 1909 (expte Frank Teychenne Urch and anr)
Salaman v Blair and ors Blair v Johnstone (actions consolidated)
Rees v Robbins
Stanbank v Chapman
Llewellyn v Jones
Smith and anr v Medhurst and ors

1913.

In the Matter of the Companies (Consolidation) Act, 1908, and In the Matter of the Law Guarantee Trust and Accident Soc ld

1914.

In re The Companies (Consolidation) Act, 1908, and In re The Law Guarantee Trust and Accident Soc ld
Actiengesellschaft Fur Anilin Fabrication in Berlin and anr v Leverstein ld
Mann & Co v Furnival ld
Pettey v Parsons
In re Terms of Settlement Whenmouth v Booty
In re Meadows, dec Meadows v Meadows
In re Elizabeth Blackeston, dec Rennie and ors v Evans
Wynn v The Conway Corporation

FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISIONS.

(Interlocutory List.)

1913.

Channel Collieries Trust ld and ors v Dover, St Margarets and Martin Mill Light Ry Co and ors

1914.

Brind v Mitchell
Player and anr v Crompton & Co ld and ors
In re Companies (C) Act, 1908, and In re The Vagliano Anthracite Collieries ld
Divorce Grafton, E H v Grafton, E M (H M Laird, Co-Respt)
Salaman v Constant
In re Josiah East, dec London and County Banking Co ld v East and ors

FROM THE COUNTY PALATINE COURT OF LANCASTER.

(General List.)

1914.

In the Matter of the Estate of Edward Taylor, dec Booth v Taylor

FROM THE PROBATE AND DIVORCE DIVISION.

(Final and New Trial List.)

1913.

Divorce Farrar v Farrar & Booth

1914.

Probate In re J A C Hogan, dec Clements v Hogan
Divorce Woodcock v Woodcock & Codesido (Glaister Intervenant)

FROM THE KING'S BENCH DIVISION.

(In Bankruptcy.)

In re M R Webb (expte The Board of Trade and The Official Receiver v The Debtor), No 472 of 1913
In re A Debtor (expte The Debtor v The Petitioning Creditor and The Official Receiver), No 1,607 of 1913
In re J E Daw (expte A H Partridge, The Trustee v Elizabeth Jane Daw, the Wife of J E Daw)
In re A Judgment Debtor (expte The Judgment Creditors v The Judgment Debtor), No 678 of 1914

FROM THE KING'S BENCH DIVISION.

Judgment Reserved.

(Final List).

Watney, Combe, Reid & Co ld v Berners appl of Pltffs from judgt of Justices Ridley and Coleridge (c a v March 30) (Heard before Lord Sumner, Lord Justice Kennedy and Mr Justice A T Lawrence)

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

1911.

McRae v Penman (Gee & Sheen 3rd parties) (s o generally Nov 8)
Holland & Hannen & Cubitts ld v Decies (s o until further order, Oct 16, 1913)
London Trades Shipping Co ld v The Gen Mercantile Shipping Co ld
The General Estates Co ld v Beavon
Bendix v Chilian Syndicate ld and anr (s o not before Trinity)
The Western Steamship Co ld v Amaral, Sutherland & Co ld
Danckwerts v French & Plucknett and ors
Home Counties Transport Co ld v Gasson, Cockerill & Co ld
E Dean & Beal ld v Société Anonyme des Chocolats au laid F L Cailler
Street v Royal Exchange Assce
Bailey and ors v Lord Mayor, &c of Manchester
Homer v London, Brighton and South Coast Ry
Toronto Ry Co and ors v National British and Irish Millers Insce Co ld
Ryall v Kidwell
Dobkin v Lisle
Bennett Steamship Co v Hull Mutual Steamship Protecting Soc ld
Rees v Lewisham Borough Council
Capital and Counties Bank ld v Wright
Ford v Old Wharf, Paradise-street (Birmingham) Properties ld
Firth v Layton
London County Council v Allen and ors
Same v Same
Bricoult-Romain v Invincible and General Insce Co ld and anr
de Woolf v de Leef
Anderson v Caves
George E Fox ld v Price
Wootton v Sievier and ors
Stepney and Bow Educational Authority v The Commrs of Inland Revenue (*Revenue Side*) (s o till after decision in House of Lords in "Marquis Camden and Inland Revenue Commrs")
Muhesa Rubber Plantations ld and Robert William Elder v Hilckes
Poad v Scarborough Union
Kacianoff and ors v China Traders' Insce Co ld
Westborough Urban District Council v Barsley British Co-operative Soc ld
Mygatt v Glyn
The King v Income Tax Commissioners
Marwood v Central Argentine Ry Co
Power v Bulnois
In re Bernard Boaler and In re The Vexatious Actions Act, 1896
Morgan v White
Pim v Sayers and ors
Lay v Hill's Gas Plants ld
Killar v Robin
Produce Brokers Co ld v Olymian Oil and Cake Co ld
Davies, Evans and ors v Thomas
Dannatt v Wright & Co
Jones v MacCrea
Owles v Dobbs and anr and Owles and anr v Dobbs and anr
Marsh (Applt) v Darley (Respt)
The M Thomas Shipping Co ld v London and Provincial Marine and General Insce Co ld
British Oil and Cake Mills ld v Port of London Authority
South African Motor Transport Co ld v Sydney Straker & Squire ld
Holland & Hannen & Cubitts ld v. Decies
Charles Lee Roberts & Co v Marsh
M E Booty, an infant (by her Father, G Booty) v London Pressed Hinge Co
Donald Tarry & Slade v Hilckes
Tabraham v Kellett (Abated—receiving order made against Deft Kellatt)
Harrington v Pearl Life Assce Co ld
Thomas v Carr
Pursell v Clement Talbot ld
Kirby v Chessum (H.M. Commrs of Works, 3rd parties)
Same v Same
Saaler v London General Omnibus Co ld
Ashton & Mitchell ld v Burns
Joseph Travers & Sons ld v. Cooper
Gibson v Marks
Hurst v Picture Theatres ld
Great Western & Metropolitan Ry Cos v The Assessment Committee of the Met Boro' of Hammersmith
Same v Same
Charlton v Gaskain & Co
Hillier v Lane Bros ld & ors
Gabriel & Sons v Churchill & Sim
Lamport v Siegenberg & ors
Same v Same
Evans v Main Colliery Co ld
Codling v J Mowlem & Co
Proenca v South American Ry Construction Co ld
Gonsky v Rosenfeld & Koeri
Mossley Transport Co ld v London and North Western Ry Co
Alston v Durell
Stott (Baltic) Steamers ld v Marten and ors
Williams v New Manchester Theatres ld
Ford v Summerhayes
Smith v Motor Union Insce Co
Hutchins v London County Council
Dobson v Horsley
Pitt v Salmon
In re an Arbitration between The Saccharin Corpn ld and The Anglo-Continental Chemical Works ld
Heyl v Haighton
In re an Arbitration between the Mawson Shipping Co ld and P Reyer
Webber v Excess Insurance Co ld
Ricketts v Thomas Tilling ld
Reichardt v Shard
Wills v The Great Western Ry Co
Briggs v Metallurgique ld
Bull v Painter
F Winkle & Co ld v L Gent & Son
Tofts v Pearl Life Assce Co ld
Burrell & Son v Hind, Rolph & Co
Pearson v Wakefield & Puttock
Hendon Paper Works Co ld v Sunderland Assessment Committee
Lotinga v The People ld
Wainwright, Pollock & Co v Rubber Produce Agency ld
Wood and anr v Hill-Wood
Hill-Wood v Wood and anr
Lotinga v The Globe Publishing Co ld
Lon and Counties Assets Co ld v Brighton Grand Concert Hall and Picture Palace ld
Dobb v de Pinna
The Darwen & Mostyn Iron Co ld and anr v The Dee Conservancy Board
Myers v Bradford Corpn
Morrell v Berrington & Co
Poulton v Moore
Papworth v Mayor &c of Battersea
Norman v Great Western Ry Co
Cassels & Co & ors v The Holden Wood Bleaching Co ld
Spiers & Son ld v Densham & Lambert
Chaky & anr v North Eastern Insce Co (in liquidation)
W & T Avery v Charlesworth
The Century Bank of the City of New York v Mountain
Polurrain Steamship Co ld v Young
Burrage v A Cauldrey & Co ld
The Commrs of Inland Revenue v Clay & ors (*Revenue Side.*)
Same v Mrs. E Buchanan & ors
Amato v Costello & Cavey & Co
Executors of Thomas Waite, dec v The Commrs of Inland Revenue
Harper v Eyjolfsson
Wiffen v Bailey & The Romford Urban District Council
Porter v Tottenham Urban District Council
De la Bedoyère v Gabriel
London Theatre of Varieties ld v Evans
George v Scott
Pitchford v Blackwell Colliery Co ld
Higginson v Blackwell Colliery Co ld
Abrahams v Dimmock
Jay's Furnishing Co v Brand & Co & anr
Taylor (trading, &c) v Warwick
Reid v Cupper
Newton v The Mayor, &c, of St. Marylebone
Kemp & anr, Executors v Summers & Sons ld
Barwell v Newport Abercarn Black Vein Steam Coal Co ld
Lloyd v Lloyd
Ried v Royal London Mutual Insce Soc ld
Block v Melhame & In re a Garnishee Order
Block v Litvin'
Associated Portland Cement Manufacturers (1910) ld & anr v Ashton.
Haywood v Faraker
Burrell v Palmer
Bradbury v Meace
Ellis & Sons v Creasey
Godfrey (trading as Godfrey & Collins) v Ebner
In re J D B Lewis
West Riding of Yorkshire Rivers Board v Linthwaite Urban District Council
Davies v Lehwess
La Parana Societe v John Voss & Co
Fairbanks v Florence Coal & Iron Co ld
Lacey v Nutt
Crisp v Moores
Hewitt v Leggatt & ors
Issett v Birmingham & Warwick Canal Navigation Co
Robin & ors v Whitehead & ors
Shaffer v Sheffield & anr
Eastwood v Mc Nab & anr
Ferdinando v Plotzker
Webb v Weld-Blundell
In re The Agricultural Holdings Act, 1908, and In re an Abritration between Cross & Morrison
Camp v The British Motor Cab Co ld
Shears v Mendeloff & ors
Dejardin v Maurice Vautier & Co
Velazquez v Commrs of Inland Revenue (*Revenue Side*)
Vaal v Roberts
Maskell v Horner
Whitehead v The London & South Coast Motor Service ld
Palmer v Ottoway
Associated Newspapers ld & ors v Mayor, &c, of City of London
Mayor, &c, of the City of London v Associated Newspapers ld & ors
Adam v Ward
Taylor v Cardiff Gas Light & Coke Co
Beattie v Sternberg & anr
Potter v John Welch & Sons ld
L'Union Compagnie Anonyme D'Assce Contre L'Incendie v The British Crown Assce Corpn ld
Davies v Williams
Day v Williard & ors
Burford v Edge (S F Edge ld, 3rd party
In the Matter of The Arbitration Act, 1889, and in the Matter of Local Government Act, 1888. The County Council of Glamorgan, The Mayor, &c, of Cardiff, and the Mayor, &c, of the County Borough of Swansea
H J Buckmaster v Venning Syndicate ld & Everett and In the Matter of an Interpleader Issue —J H. Brown v H J Buckmaster
Upton v Curtis
British Business Motors ld v S F Edge ld & Edge
Ashford v Edwards
Lewis v Mills
Petre v Peterson
Smith v Greig
Robinson v Smith

FROM THE PROBATE, DIVORCE & ADMIRALTY DIVISION (ADMIRALTY).

With Nautical Assessors.

(Final List.)

1913.

The Domira—1913—Folio 30 The Commander, Officers & Crew of H.M.S. Melpomene v The Steamship Domira Co ld (salvage)
The Matiana—1912—Folio 325 The Nestle & Anglo-Swiss Condensed Milk Co v The British India Steam Navigation Co ld
The Junio—1912—Folio 503 The Owners of the Dutch Steamship Dordrecht v The Owner of the Spanish Steamship Junio & freight
The Tern—1912—Folio 505 The Owners of the Dutch Steamship City of Edinburgh v Owners of Steamship Tern of Ipswich (damage)
The Elswick Grange — 1913 — Folios 51 & 56 (consolidated) The Owners of the Steamship Speranza v The Owners of the Steamship Elswick Grange (damage)
The Phœbus—1913—Folios 270 & 280 (consolidated)
The Owners of the Steamship Baharistan & the Owners of her cargo v The Owners of the Steamship Phœbus & her freight (damage)
The SS Britannia—1913—Folio 347 The Owners of SS Virgo v The Owners of SS Britannia (damage)

1914

The Repro—1913—Folio 365. The Owners of Steam Trawler English Prince & ors v Owners of Steam Trawler Repro (damage)
The Humber—1913—Folio 470 The Owners of Steamship Dott v The Owners of Paddle Tug Humber
The Peter Benoit—1913—Folio 429 The Owners of SS Aurrera v Owners of SS Peter Benoit (damage)
The Ape—1913—Folio 237 The Owners of SS Falka & ors v The Owners of SS Ape & freight

Without Nautical Assessors.

1913.

The Fox — 1913 — Folio 283 Thomas Walker & Co v Horlock (demurrage)

(Interlocutory List.)

1914.

SS Amerika—1912—Folio 454 The Commrs for executing the Office of Lord High Admiral of the United Kingdom v Owners of SS Amerika

FROM THE KING'S BENCH DIVISION.

(Interlocutory List.)

1912.

The King v Justices of the County of London & ors (expte Stanley)
The King v Justices of the County of London & ors (expte the London County Council)

1913.

Bright v Vidal (s o with liberty to apply)

1914.

Lovell's Bag & Packet Machinery ld v Parr
Jeager Bros ld v Jeager
Same v Same

IN RE THE WORKMEN'S COMPENSATION ACTS, 1897 AND 1906.

(From County Courts.)

1913.

Wheatley v The Lumley Brick Co ld (s o for settlement) July 8
Marshall v Price, Wills & Reeves
Weekes v W Stead & Co (s o generally)
Erwin & Massey v Saunders (s o pending settlement)
Price v Tredegar Iron & Coal Co ld
Turnbull v Vickers ld
Mortimer v Wisker
Chilton v Blair & Co ld
Rudge & Son v G Young and Son
Godbolt v London County Council

1914.

Durrant v Smith & Co
Jilliard v Eaton & Sons
Burman v Zodiac Steam Fishery Co
The Graigola Merthyr Co ld v Davies
George Rogers v Metropolitan Borough of Holborn
Reed & Reed v Steamship Wyneric & Co ld
Kemp v Lewis
Bousall v The Midland Colliery Owners Mutual Indemnity Co ld
Maskery v Lancashire Shipping Co ld
Booth (Elizabeth) v Leeds & Liverpool Canal Co
Scott v The Long Meg Plaster Co
Giardelli v London Welsh Steamship Co ld
Taylor v Ward & Co (Worcester) ld
The Dependants of James Cue, dec v Port of London Authority
Thompson v Richard Johnson & Nephew ld
Sheldon v Needham
Trigg v Vauxhall Motors ld
Booth v Primrose Main Colliery Co ld
Jones v D Davies & Sons ld
Rushton v George Skey & Co ld
Legge v Nixon's Navigation Co ld
Griffiths (infant) v The Island Lead Mills ld
Rowsell & Matthews v Haward
Pugh v Earl Dudley
Williams v Owners of Steam Trawler Duncan
Dalgliesh v J H Gartside & Co ld
Pepper v Sayer & anr
Evans v Barrow Haematite Steel Co ld
Keen v St. Clement's Press ld
Bagley v Furness, Witly & Co ld
Goodsell v Owners of Ship (or Sailing Barge) Lloyds
B Thornber & Sons ld v Durkin
Finnerty v Hughes
Pimm v Clement Talbot ld
Lewis & ors v Port of London Authority
Nash v Owners of SS Rangatira
Marshall, Sons & Co ld v Prince
Green v Phillips & Evans
Taylor v Cripps
Shepherd v G W Ry Co
Whitehead v The Farmers and Cleveland Dairies Co ld
Clayton v Hardwick Colliery Co ld
Maunder v Hancock
Henshaw v Fielding
Pritchard v Torkington
Davies v Cardiff Collieries
Benn v Fairbairn, Lawson, Combe, Barbour ld

N.B.—The above list contains Chancery, Palatine and King's Bench Final and Interlocutory Appeals, &c., set down to April 9th, 1914.

HIGH COURT.—CHANCERY DIVISION.

EASTER SITTINGS, 1914.

NOTICES RELATING TO THE CHANCERY CAUSE LIST.

Mr. Justice JOYCE will take his business as announced in the Easter Sittings Paper.

Liverpool and Manchester Business.—Mr. Justice JOYCE will take Liverpool and Manchester business on Saturdays, the 25th of April and 9th and 23rd of May.

Mr. Justice WARRINGTON.—Except when other business is advertised in the Daily Cause List, Mr. Justice Warrington will sit for the disposal of his Lordship's Witness List throughout the sittings. The Court will sit at 10.15 a.m. and rise at 4.15 p.m. each day except Saturdays, when there will be no sitting.

Mr. Justice NEVILLE.—Except when other business is advertised in the Daily Cause List, actions with witnesses will be taken throughout the sittings. The Court will sit at 10.15 a.m. and rise at 4.15 p.m. each day except Saturdays, when there will be no sitting.

Mr. Justice EVE.—Except when other business is advertised in the Daily Cause List, actions with witnesses will be taken throughout the sittings. During these sittings Mr. Justice Eve will sit each day until 4.30 p.m., except on Saturdays, when there will be no sitting.

Mr. Justice SARGANT will take his business as announced in the Easter Sittings Paper.

Mr. Justice ASTBURY will take his business as announced in the Easter Sittings Paper.

Summonses before the Judge in Chambers.—Mr. Justice JOYCE, Mr. Justice SARGANT and Mr. Justice ASTBURY will sit in Court every Monday during the sittings to hear chamber summonses.

Summonses adjourned into Court and non-witness actions will be heard by Mr. Justice JOYCE, Mr. Justice SARGANT, and Mr. Justice ASTBURY.

Motions, petitions and short causes will be taken on the days stated in the Easter Sittings Paper.

NOTICE WITH REFERENCE TO THE CHANCERY WITNESS LISTS.

During the Easter Sittings the Judges will sit for the disposal of witness actions as follows:—

Mr. Justice WARRINGTON will take the Witness List for WARRINGTON and SARGANT, JJ.

Mr. Justice NEVILLE will take the Witness List for NEVILLE and ASTBURY, JJ.

Mr. Justice EVE will take the Witness List for JOYCE and EVE, JJ.

CHANCERY CAUSES FOR TRIAL OR HEARING.

Set down to April 9th, 1914.

Before Mr. Justice JOYCE.

Retained Witness Actions.

Wallace v Dane
Pumford v W Butler & Co ld
Ferdinando v Peczenik
Crook v Bodenheim
Charlesworth v Charlesworth

Further Consideration.

Mealings v Wilkins (s o)

Causes for Trial Without Witnesses and Adjourned Summonses.

Rowe Bros v Walker, Parker & Co
In re Anderson, dec Griffiths v Marsden
In re Ward's Settlement. Ward v Ward
In re Marquis of Bath, dec Thynne v Shaw Stewart
In re de la More, dec Griffiths v Ashford
In re B Muratti, Son & Co's Application & In re The Trade Mark Act, 1905
In re Goulding, dec Prust v Goulding
Meredith v Lord Merthyr
In re Sydney Jacobs, dec Myer v Jacobs
In re C Stone, dec Ashford v Stone
In re Margaret Wedgwood, dec Sweet v Cotton
In re Henry Spicer ld MacLennan v Spicer
London & Northern Steamship Co ld v Farmer
In re C Pettitt, dec Pettitt v Pettitt
In re Ellis, dec Foster v Royal Alfred, &c, Institute
In re W Weston, dec Weston v Weston
In re Dilcher, dec Davies v Thompson
In re Aveline, infants Thompson v Strang
In re Price, dec Phelan v Phelan
In re Colpman, dec Colpman v Colpman
In re H G Powell, dec Stratton v Powell
In re Thames Ironworks Shipbuilding, &c, Co Farrer v The Company
In re de Virte, dec Vaiani v de Virte
In re Blaksley, dec Myatt v Blaksley
In re Thomas Gough, dec Fisher v Hall
In re J H Jenkins, dec Dwelly v Jenkins
In re T W Leyborne Popham, dec Buller v Popham
In re C H W Wenge, dec Waltero v Non-inflammable Cellolete ld v Wenge
In re Sir G F C Pocock's Settlement Pocock v Jenkyn
In re Aynsley, dec Kyrle v Turner
In re S Field, dec Holt v Pridie
In re M Hodgson, dec Stork v Whittaker
In re Marquis of Waterford's Settlement Earl of Donoughmore v Marquis of Waterford
In re Vauxhall, &c, Engineering Co Selz v The Company
Bedford v J E Turner & Co ld
In re Clarke, dec Sharrock v Musgrave
In re J Lancaster, dec Lancaster v Lancaster
In re Egerton's Settlement Wilton v Foster
In re J P Wagstaff, dec Ross v Jalland
In re A H Harman, dec Dinn v Harman
In re C W Owen's Trusts Owles v Mundy

Before Mr. Justice WARRINGTON.

Retained Matters.

Causes for Trial (with Witnesses).

(From Mr. Justice Swinfen Eady's List.)

In re W G Probyn, dec Probyn v Drayton (s o generally)
Grosslicht v Patent Protection Assoc ld (s o pending petn to wind up)
O T ld v J H Walker
Temple Press ld v McNab

Adjourned Summonses.

In re Ind, Coope & Co ld Fisher v The Company
In re Same Knox v The Company
In re Same Arnold v The Company
In re James Scott, dec Briedale v Scott (fixed for April 21st)
In re C E Little, dec Little v Lyle (fixed for April 22nd)
In re The Estate of Martha Hudson, dec Armitage v Beck

Motions.

Oliver v Rees
Press Assoc ld v Bradford (Park Avenue) Football Assoc ld (fixed for April 27th)

In Court (as Chambers).

In re The Earl of Stamford & Warrington, dec Payne v Gray

Causes for Trial (with Witnesses).

Mendelssohn v Traies & Son (s o , pending settlement)
In re M S Cooper, dec Reeder v Curtis & ors (s o until further order)
In re Kenrick & Jefferson's Patent, No. 6,629, of 1903 (s o for amendment of specification)
Mills v Grundherr (s o liberty to apply to restore)
Mercedes Daimler Motor Co ld v John Marston ld (s o generally)
Barnes v Goldfinch (stayed for security)
Naunton & ors v Whitehouse (s o)
Goodhind v Bexon (s o until further order)
Hughes v Evans (s o generally)
In re G T Congreve, dec Moxon & ors v Dransfield (s o generally)
Wright & ors v Wright & anr (stayed for filing of depositions)
Edward Ernest Lehwess v The Newfoundland Oil (Parent) Development Syndicate ld & anr (s o generally)
Attorney-Gen, in relation to Pickfords ld v The Great Northern Ry Co (s o not before April 29th)
In re Letters Patent, No 19,949 and 19,949a of 1906, granted to W H Brown, and In re Patents and Designs Act, 1907
In re Letters Patent, No. 14,953 of 1908, granted to W H Brown and In re The Patents & Designs Act, 1907
In re Letters Patent, granted to W H Johnson and In re The Patents & Designs Act, 1907
In re the Matter of Trade Mark, No. 347,359 of W N Sharpe ld and In the matter of Trade Marks Act, 1905 (to come on with action "Sharpe v Soloman")
Salaman & anr v Constrant (s o for 14 days after filing interrogatories)
Foran v Attorney-Gen (s o generally)
Walker v Paine
In re P Hamilton, dec Law v Alington & anr (stayed for security)
Pullman v Pullman & anr (not before April 28th)
In the matter of the Companies (Consolidation) Act, 1908, and In the matter of Burnham Electric Theatre ld
Turner v Edell
The Capital & Counties Bank ld v Clitherow & anr Bond v Clitherow & Son & ors
In re The National Old Age Pension Trust Stevens v Tavener & ors
The Bodega Co ld v Read
Turney v Sanders
Smythe v Moses & anr
Read v Hubble

Before Mr. Justice NEVILLE.

Retained Matters.

In re M Ogilvie, dec In re Settled Land Acts, 1882 & 1890
In re Same & Same
Stockings v England
In re S Kenah's Settlement Kenah v Public Trustee
In re Simpson Coutts & Co v Church Missionary Soc
In re Grand Theatre (Middlesborough) ld Dean v Kirk
In re Davies Evans v Davies
In re Phillips Idris v Skinner
In re Lawford Lawford v Cass
In re Viscount Hood's Estate Gregory v Hood
In re Lord Northwick, dec. Bathurst v Churchill
In re Azario Marchi v Axario
In re Mainardi's Trusts Mainardi v Bruce

Motions.

Thomas v Mathias
Parker v Bottomley

Causes for Trial (with Witnesses).

Morse v The Garnant Anthracite Collieries ld
Garnant Anthracite Collieries ld v Morse
In re M A Kerford, dec Job v Pilcher
Ashburton v Wemyss & ors
The British Wright Co ld v O'Gorman
Kernick v Humphries
J & R Oldfields ld v Electric Battery Co
Pugh v Riley (Coventry) ld
Attorney-Gen v Bowen
Castle v Fassnidge
Chappell & Co ld v Columbia Graphophone Co
Brinfield v Dlugoxz
Yates v Brown
Hadham R D C v Crallen
Howard v International Inventions & Finance Co ld
Gorlitz v Harrison
Walker v Murphy
Hiller v Hiller
National Provident Institution v Marchant
The Deltota (Ceylon) Tea & Rubber Plantations ld v Inch
Ernest Forth & Sons v Taylor, Yielding & Co ld
Smith v Pearman
Gooding v Crawford
Strindberg v Slade
Clissold v Harvey
D F Pritchard ld v Thomas
Goode v Hincks
List v de Jotemps
Hildreth v Davies
In re Companies (Consolidation) Act, 1908, and In re Vegetable Oil Lands ld
Vine v Vallance
In re Scutt Scutt v Ensor
Albany Forge ld v Muller
Millar v Peninsular & Oriental Steam Navigation Co

Before Mr. Justice EVE.

Retained Matters.

In Court (as Chambers).

In re Schmitz Schmitz v Schmitz
Marconi v Helsby Wireless Telegraph Co ld
In re Rogers, dec Dean v Rogers

Short Cause.

Crawford v Edwards

Petition.

In re Blackburn Philanthropic Assoc Co ld In re Companies Acts (restored) (Liverpool District Registry)

Motions.

Goldberg v Electric Palaces ld
Myerstein v National Gramophone Co
British Russian Corpn v British Corpn
Bland v Freer
In re Trade Mark, No. 251,242 of G Merck In re Trade Marks Act, 1905
In re Registered Design, No. 618,407 of 1913 of Joseph Davis and In re The Patents & Designs Act, 1907
Spicer Bros ld v Spalding & Hodge ld
Sir Robert Burnett ld v Alfreds
Barwell v Friend

Adjourned Summonses.

In re E A Munn, dec Rawson v Barlow
In re The Shakespeare Head Press Fund and In re The Trustee Act, 1893
In re Young's Settlement Young v Lambert
In re Hardy's Settlement Moore v Hardy Hardy v Moore
In re Imperial Tobacco Co (of Great Britain & Ireland) ld and In re the Trade Marks Act, 1905 (s o generally)

Causes for Trial (with Witnesses).

Beard v Moira Colliery Co ld (pt hd)
Gas Economising & Improved Light Syndicate v Blanchard Lamp Patents Co
In re E K Bridger, dec Bridger v Simpson
Shepherd v London & Lancashire Fire Insce Co ld
Davies v Evans
London Tecla Gem Co v Frankel
George Newnes ld v Bullivant
Cleator Moor U D C v Lord Leconfield (not before May 1)
Pessers, Moody, Wraith & Gurr ld v C Bailey & Co
Ware v Ware
Brown v Brown
In re W Scott Seton Kerr, dec Seton v Seton
Seton v Seton
Hatten v Hodgskin
Akker v Sassienie
Martin v Honey
In re Thomas Williams Williams v Lewis
Wernick v Willoughby
Bradshaw v Barrett
Norman Francis ld v Maison Francis ld
Crosse v Crosse
Richards v Richards
In re Beanes Lowitz v Richardson
In re Savage Official Receiver & Liquidator of Birkbeck Building Soc v Savage
Bignall v Red Hall Picture Palace Co ld
Enfield Wash Cinema ld v Linscott
Thurrock Grays & Tilbury Joint Sewerage Board v E J & W Goldsmith ld
Thomas v James
Chambers v Derham (s o generally)
Fernee v Gorlitz
Leon v Slomnicki (s o)
Marconi v Helsby Wireless Telegraph Co
Howard Asphalt Troughing Co ld v Co-operative Wholesale Soc ld (not before Trinity)
Swan v Pickering (stayed for security)
Dayer Smith v Hadsley (s o until after appeal to House of Lords)
Fisher v Fisher (s o)

Before Mr. Justice SARGANT.

Standing for Judgment.

Action.

Attorney-Gen, at the relation Long Eaton Gas Co v Long Eaton U D C (c a v April 7)

Retained by Order.

Actions (with Witnesses).

(From Mr. Justice SWINFEN EADY's List.)

Natural Color Kinematograph Co ld v Speer & Rodgers (s o generally)
Booth v Williamson (so generally)
Columbia Government v Columbian Emerald Co ld pt hd (s o)
Carter v du Cros (s o generally)
Hill v Gorton (s o generally)

From Mr. Justice EVE's List.

Cause for Trial (with Witnesses).

Licenses Insce Corpn v Nat General Insce Co

Adjourned Summons.

In re Matter of the Companies (Consolidation) Act and In the Matter of the National Telephone Co ld

Causes for Trial (with Witnesses).

Gabb v Richards & ors (to be in Paper to be mentioned April 28)
Baines v Wetherfield pt hd (head of List April 23 to be mentioned)
Shorts ld (fixed for May 12)
In the Matter of The Trade Marks Act, 1905, and In re Shorts ld
British Berma Motor Lorries ld v Yarwood & Rance
Same v John Yarwood & Co ld

(For Mr. Justice NEVILLE.)

Companies (Winding Up).

Chancery Division.

Beddoes (1911) ld (for 1st day Easter)
Orange River Irrigation ld (s o generally)

Motions (by Order).

Pond v Taylor (s o generally)
In re Smith Lee v Smith (s o generally)
Licenses Insce Corpn v National General Insce Co (s o generally)

For Mr. Justice EVE.

In re Elder, dec Elder v Tracey (for April 29)

Causes for Trial Without Witnesses and Adjourned Summonses.

In re P Collings, a Solr, and In re taxn of costs (s o)
In re Nicholas Kendall, an infant (s o)
In re Letters Patent, No. 18,398 of 1904 and In re Patents and Design Act, 1907 (s o leave to amend)
In re Ernest Edward Street, dec Vevers v Holman (s o liberty to amend)
In re Woollett, dec Bate v Woollett (s o until further order)
In re Henry Smith, dec Tingle v Smith (s o generally)
In re Isaac Robinson Robinson v Robinson (s o generally)
Smith v Australian Mining Gold Recovery ld (s o generally)
In re Eyre, infants Guardianship of Infants' Act, 1886 (in camera) by order (s o generally)
In re Thomas Key, dec Baker v Key (s o generally)
In re Beaumont, dec (Newcastle-upon-Tyne District Registry (s o generally)
Egmont v Aman (s o liberty to apply)
In re Duncan, dec Duncan v The Public Trustee
Vilanova v Olot & Gerand Ry Co (s o generally)

McIntyre v Peter (s o liberty to restore)
In re an Appln by Carl Lindstorm Aktiengesellschaft for registration of Trade Mark, No. 348,684 and In re The Trade Marks Acts (s o)
In re an Appln by the English Record Co ld for registration of Trade Mark, No. 351,417 and In the matter of Opposition thereto, No. 5,709, by The Gramophone Co ld and In the matter of the Trade Marks Act, 1905 (s o generally)
In re Sarah Newman, dec Chinnock v Nutland (s o liberty to restore)
Keen v Price
In re Thomas Walker, dec Allen v Allen
In re Hughes' Settlement Trusts Hughes v Hughes
In re Lloyd-Verney's Settlement In re J. H. Lloyd-Verney, dec Public Trustee v Lloyd-Verney
In re Daniel West, dec Abery & ors v West & anr
In re Clara Lawley, dec Strickland v Lawley
In re Trusts Settlement between Anna Worthington & John Litchfield & ors In re James Thomas Worthington, dec Litchfield v Hunter
In re F J Gamlin, a Solr, &c In re The Solicitors' Acts (taxn of costs)
Broomassie Mines ld v Trevenen
In re Roger North's Voluntary Settlement Custance v North
In re Compton, dec Vaughan v Smith & ors
In re Dennett, dec Public Trustee v Dennett
In re Nicholas Reed, dec Boaden v Reed
In re H Phelps, dec Aldridge v Phelps
In re James Alexander, dec Moore v Richardson
In re E N Sandilands, dec, & National Trustees, Executors & Agency of Australasia ld
In re Samuel Varley, dec Varley v Varley
In re Eliza Swaffield, dec Fry v Attorney-Gen
In re Howell Holland White, dec White v White
In re Francis Embury, dec Bowyer v Page

Before Mr. Justice ASTBURY.

Retained Matters.

In re John Fletcher, dec Potter v Pullan
Davis v Baxter and Caunter ld
Gresham Life Assce Soc v Crowther
Fuller v Chippenham R D C

Further Consideration.

In re The Foldal Copper & Sulphur Co ld West v The Company. The W F Syndicate ld v The Foldal Copper & Sulphur Co

Adjourned Summonses.

Mayor, etc, of the City of London v Horner
In re E W Jones' Trusts Jones v Jones
In re H H Klug, dec Klug v Klug
In re Wertheimer, dec Groves v Dunkelsbugler
In re Grimshaw, dec Grimshaw v Grimshaw
In re G Jones, dec James v Daniel
Reeve v Loyante
In re Sir Thomas Rowe, dec Merchant Taylors Co v Mayor, etc, of the City of London
In re Marsden, dec Searle v Smith
Harris v Holloway
In re Edwin L Gyde Gyde v Gyde
In re Bagots, Hutton & Co ld and In re Trade Marks Act, 1905
In re R Hopkins, dec Streeter v Dyer
In re Mary Miller, dec Miller v Miller
In re Caldbeck, dec, Caldbeck v Caldbeck
In re H Hiller's Estate Hiller v Hiller
In re H Hiller's Estate Hiller v Andrew
In re Paxton, dec Paxton v Paxton
In re Coller's Estate Jennings v Nye
In re Abraham Solomon, dec and In re Trustee Act, 1893
In re Christopher Lawson, dec Boulton v Burrows
In re Armstrong's Trusts Henderson v Westmorland
Joseph v London County Council
In re Haddon's Legacy Trusts Church v Meares
Templeman v Cocqurel
In re A C Derham, a Solr and In re taxn of costs
In re John Stodd, dec Terrington v Attorney-Gen
In re J R Griggs, dec Expte School Board for London
In re W J Hall, dec Baseley v Baseley
In re R Curteis' Will Curteis v Earl of Yarborough
In re Mathews & Gow Wilson ld's Contract and In re Vendor & Purchaser Act, 1875
In re Mary Hartland, dec Hinds v Cox
In re Scott, dec Scott v Scott
In re W A Beecroft, dec Beecroft v Duff
In re K E Mayne, dec Stoneman v Woods
In re Simmons' Settlement Trusts Skipper v Peachey
In re Johnson, dec Johnson v Johnson
In re Ulph. Chamberlain v Boughton
In re A M Smith, dec Trevor v Goodhall
In re R H Thompson's Settlement Granger v Thompson
In re H Thompson, dec Thompson v Thompson
In re Sleeman Paget v Hospice for the Dying
In re Arthur Wiggins, dec Balfour v Wiggins
In re Finchett, dec Marshall v Tushingham
Frangolupo v Vagliano Anthracite Collieries ld
In re James Flinn, dec (expte L B and S C Ry)
In re J Howell, dec Liggins v Buckingham
In re Snape, dec Elam v Hahn
In re W M Werkendam, dec Vaucleef v Vandamm

Companies (Winding-up) and Chancery Division.

Companies (Winding Up).

Petitions.

Gloria Copper Mines (Spain) ld (petn of C B Toller—ordered on April 11, 1911, to stand over generally)
National Gymnasia and Entertainments ld (petn of E M Cockell—ordered on June 4, 1913, to stand over generally)
Chilian Eastern Central Ry Co ld (petn of A Delimele—s o from Nov 4, 1913, to May 5, 1914)
George de Pasquali ld (petn of Russian Commercial and Industrial Bank—ordered on Nov 11, 1913, to stand over generally)
Fredk Smith ld (petn of W R Frazier—s o from Jan 13, 1914, to April 21, 1914)
M Thomas and Son Shipping Co ld (petn of London and Provincial Marine and General Insce Co ld—ordered on Jan 13, 1914, to stand over pending an appeal)
Elswick-Hopper Cycle and Motor Co ld (petn of Bosch Magneto Co ld—s o from March 17, 1914, to April 28, 1914)
British Tyre Filling Co ld (petn of George Pulman and Sons ld —s o from March 31, 1914, to April 21, 1914)
King's Treasury Gold Mines ld (petn of G T Ashworth—s o from April 7, 1914, to April 28, 1914)
O W Paper and Arts Co ld (petn of Manchester and Liverpool District Banking Co ld—s o from April 7, 1914, to April 21, 1914)
Wm Beckworth and Sons ld (petn of Kuypers, Osler and Scott—s o from April 7, 1914, to April 21, 1914)
Galician Petroleum Producers ld (petn of K Jones—s o from April 7, 1914, to April 28, 1914)
Jefferson Dodd ld (petn of The Surgical Hosiery Co ld)
George de Pasquali ld (petn of Netherlands Bank of South Africa)
Montague, Marshall and Co ld (petn of J A F Henderson)
Bigio, Hazan & Co ld (petn of the Trustee in Bankruptcy of the Estate of I Hassan)
Endurite Leadless Paint Co ld (petn of Johnson, Riddle and Co ld)
Premier Insce Co ld (petn of The Mercantile and General Insce Co ld)
Iskene Syndicate ld (petn of Paul E Schweder & Co)
Curtis, Gardner and Co ld (petn of Robert Escombe, Campbell and Co)
Hare Spinning Co ld (petn of E Taylor and Co ld)
London Balata and Rawhide Manufacturing Co ld (petn of Viking Rem and Paknings-fabrik Aktienselskabet)
Carbon Syndicate ld (petn of A C Potter and Co)

Chancery Division.

Petitions (to confirm Reduction of Capital).

British and Australasian Trust and Loan Co ld and reduced—ordered on March 10, 1914, to stand over generally)
Charles Kinloch and Co ld and reduced
Hydraulic Power and Smelting Co ld and reduced
Haybridge Iron Co ld and reduced
Yangtse Valley Co ld and reduced
Filisola Rubber and Produce Estates ld and reduced
Commercial and Agency Co of Egypt ld and reduced
Petitions (to confirm alteration of Memo. of Association).
United British Oilfields of Trinidad ld
World Marine and General Insce Co ld

Petitions (to sanction Scheme of Arrangement).

Monitor and Ajax Traction ld (petn of A G Sellon and ors—order giving leave to sell made July 27, 1911—rest of Petition ordered on Oct 24, 1911, to stand over generally)
Doecham Gloves ld (petn of the Company—s o for sect 45 to be complied with)
William Coleman's Ordinary Shares ld (petn of H W Cutting —ordered on March 3, 1914, to stand over generally)
Elswick-Hopper Cycle and Motor Co ld (petn of The Palmer Tyre Co ld—s o from March 17, 1914, to April 28, 1914)

Companies (Winding Up). Motions.

Stamford, Spalding and Boston Banking Co ld (to discharge order, dated May 6, 1912—part heard—ordered on May 23, 1912, to stand over generally)
British Nerolite Co ld (for attachment—s o from March 31, 1914, to April 21, 1914)
Cubanel Syndicate ld (to discharge order)

Companies (Winding Up) and Chancery Division.

Court Summonses.

Egyptian Estates ld (for removal of "saisies" on debts—ordered on March 7, 1911, to stand over generally)
National Provincial Insce Corpn ld (for account, &c—ordered on February 25, 1913, to stand over generally)
John Halpin ld (to vary list of contributories)
English and Scottish American Mortgage Co ld (as to contingent claims)
Law Guarantee Trust and Accident Soc ld (claim to reinsurance money)
Orange River Irrigation ld (disputed charge on assets—ordered on April 2, 1914, to stand over generally—retained by Mr. Justice Sargant)
French South African Development Co ld Partridge v French South African Development Co ld (on preliminary point—ordered on April 2, 1914, to stand over generally pending trial of action in King's Bench Division)
Oil and Ozokerite Co ld (to vary list of contributories—with Witnesses—ordered on April 2, 1914, to stand over generally)
Beddoes (1911) ld (as to validity of Debentures—with Witnesses —retained by Mr. Justice Sargant for April 21, 1914)
New Tredegar Gas and Water Co ld (as to distribution of surplus assets)
Gwalia Proprietary ld (claim to fund)
Atherfield (Hevea) Rubber Estates ld (to rectify Register —with Witnesses)
Oil and Ozokerite Co ld (to declare as to charge)
Western Canada Pulp and Paper Co ld (for return of share subscription)

HIGH COURT OF JUSTICE—KING'S BENCH DIVISION

EASTER SITTINGS, 1914.

CROWN PAPER.

For Hearing.

The King v Bloomsbury Income Tax Commrs
Robinson v Morewood
Barnes v Hiles
Rochford R D C v Port of London Authority
The King v Macaskie, Esq, Revising Barrister
The King v J G Hammond & Co and ors
Mitchell and ors v Justices of Croydon
Bishop v Rees
Phelon & Moore v Keel
Worcestershire County Council v Notley Bros
Nunnery Colliery Co v Stanley
Knowles v Mayor, &c, of Darwen
Threlkeld v Birkbeck Quarter Sessions
Dickinson v Ead and ors
Chatterton v Parker
Campbell v Brett
Varipati & Co v Olympia Oil and Cake Co
The King v Judge Gye and Registrar of County Court
Rippingille v Hooper & Edman
The King v London County Council
Batchelour v Gee
Hope v Devaney
The King v Taylor
The King v Amendt
In the Matter of a Solicior Expte Law Soc
The King v Registrar of Bow County Court and anr
Chertsey Union v Metropolitan Water Board
Oldridge v Gill
D Evans & Co (Brompton Road) v London County Council
Pilkington v Ross
Teale v Williams
Sidney v N E Ry Co
Metford and ors v Edwards
Baynham and ors v Same
The King v Licensing Justices of Carnarvon
Kates v Jeffery
Lee v Wallocks
Rennie v Boardman
London County Council v Lee
Laws v Consett Iron Co
Melhuish v London County Council
Same v Same
Booth v Helliwell
Jones v Southampton Union
Maw v Holloway
Same v Same
Olympia Oil, &c Co v Produce Brokers' Co
The King v Donald
Dee v Yorke
Marcus v Crook
The King v Licensing Justices for Carnarvon
The King v Hertford Union
The King v Licensing Justices and Compensation Authority for Chester
MacPhail v Jones and anr
Harris v Harrison
The King v Leycester, Esq, Met Pol Mag
The King v Clerk of the Peace for Middlesex
Street v Williams
Cowden v McEvoy
Same v Nicholson
Hans v Graham
Coulson v Philipson
The King v Vicar and Churchwardens of Dymock
White and ors v South Stoneham Union and ors
The King v Livock
Tarrant v Woking U D C

CIVIL PAPER.

For Hearing.

Northumberland County Council and the Mayor, &c, of Newcastle-upon-Tyne v the Mayor, &c, of Tynemouth
London United Tramways ld v London County Council
Poulton v Moors and ors
William Hancock & Co v Cadogan and anr
Same v Quirk
Same v Davies
Same v Howells and anr
Property Insce Co v Abrahams & Seltzer
Ely Brewery Co v John Owen and ors
Deutsches Kohlen Deport v Cory Bros & Co
Ehrich & Graetz v Welsbach Light Co
H & A Streeter v Maw and anr
Clare v Louis de Reeder, ld
Gaillard v Thornback
Lickfold v Humber ld
Blackett v Ridout
Rickett, Cockerell & Co v Chapman
Moody v Evinrude Motor Co (England)
Macrory v Marrett
Bass v Green ld and anr
Beeson v Carvalho
Parsons v Port of London Authority
Lamb Bros v Keeping
Chiswick Empire Theatre, &c, ld v Ades
May v May
Baxter v Midland Ry Co
Gravestock v Sheffield Simplex Motor Words ld and ors
Galloway v Galloway
Megson v Hart
Cunningham v Cripwell
Callow & Sons v De Kay
Cowern v Nield
Baker v Elder's Navigation Collieries
Huskinson & Sons v Balfour, Beattie & Co
Reynolds v Levinsohn
Weston & Sons v Hornsey
Boyle and ors v Antonelli
May v Robinson, Fisher, Harding & Hurlbatt
Lacome v British Legal, &c, Assoc
Lloyd v Coote & Ball
Oxide ld v Leo Eppenheim Levy & Co
Norfor v Essex County Council
Sier v Bullen
Creigh v Duveen
Hinton and anr v E Deane & Beal ld
Brame and anr v Commercial Gas Co
Clark and anr v Same
Madgwick Hulstone & Co ld (in liquidation) v Brindley & Howe ld

SPECIAL PAPER.

London United Tramways v London County Council
Same v Same
Denning v Secretary of State in Council
Metropolitan Water Board v L B and S C Ry
Roper and anr v Commrs of HM Works

REVENUE PAPER.

English Informations.

Attorney-Gen and John Henry Oglander and anr
Attorney-Gen and Francis Robert Anderton and ors
Attorney-Gen and John Peter Mumford and anr.

Cases Stated.

Robert Thorman and The Commrs of Inland Revenue
Sir H H Bartlett and The Commrs of Inland Revenue
The Underground Electric Railways of London ld and ors and The Commrs of Inland Revenue
A W Woolmer and F W G Cotsell (Surveyor of Taxes)
H A Maples and The Commrs of Inland Revenue

Petitions Under the Licensing (Consolidation) Act. 1910.

Wilson's Brewery ld and The Commrs of Inland Revenue (re licensed premises "The Crown Inn," Rochdale Road, Manchester)
Same and Same (re licensed premises "The Bloomsbury Hotel," Rusholme Road, Manchester)

Land Values—Appeals from Decision of Referee.

The Commrs of Inland Revenue and E. B. Merriman and Rev J O Stephens
The Commrs of Inland Revenue and St John Baptist College, Oxford

Petition under Finance (1909-10) Act, 1910, s. 44 (2).

Holborn & Frascati ld (re The Frascati Restaurant, 32, Oxford Street, W.

Motions.

Motions for leave to issue Writs of Scire Facias against Shareholders—Attorney-Gen v Ely Rural District Water Co

APPEALS AND MOTIONS IN BANKRUPTCY.

Appeals from County Courts to be heard by a Divisional Court sitting in Bankruptcy, pending 9th April, 1914.

In re A Judgment Debtor (No 15 of 1913) Expte The Judgment Creditors v The Judgment Debtor appl from the County Court of Sussex (Lewes & Eastbourne) (at Eastbourne)
In re G Grierson (No 82 of 1887) Expte The Official Receiver, Trustee v W J Cook and D Davidson appl from the County Court of Gloucestershire (Bristol)
In re A Debtor (No 82 of 1913) Expte The Debtor v The Petitioning Creditor & The Official Receiver appl from the County Court of Lancashire (Manchester)
In re C W Arnold (No 19 of 1910) Expte The Official Receiver, Trustee v G H Hext appl from the County Court of Essex (Chelmsford)
In re A Debtor (No 4 of 1914) Expte The Petitioning Creditor v The Debtor appl from the County Court of Sussex (Brighton)

MOTIONS IN BANKRUPTCY FOR HEARING BEFORE THE JUDGE, PENDING 9TH APRIL, 1914.

In re B W Worthington, dec Expte Compagnie Générale des Etablissements Pathé Frères Photographe et Cinématographe v G F Garnsey, the Trustee
In re J G Johnson Expte P Lumley-Ellis, the Trustee v Harold Travers

In re C W Temple-Barrow Expte F S Salaman, the Trustee v John Yorke
In re E Collins Expte F S Salaman, the Trustee v C F Smith
In re L Aarons (lately trading or carrying on business as R Lazarus & Co) Expte O Sunderland, the Trustee v Fanny Cohen Belinfanti

High Court of Justice—King's Bench Division.

EASTER SITTINGS, 1914.

Dates.	Lord Chief Justice.	Ridley, J.	Darling, J.	Channell, J.	Bray, J.	A. T. Lawrence, J.	Pickford, J.	Lord Coleridge, J.	Scrutton, J.	Avory, J.	Hodgson, J.	Low, J.	Rowlatt, J.	Bailhache, J.	Atkin, J.
1914.															
April 21	Court of Appeal	Northern Circuit	Divisional Court	Whitsun Vacation	Northern Circuit proceeding	K.B.	Court of Appeal	Chambers Central Criminal Ct. intervening	Court of Appeal	Divisional Court	Bankruptcy and C.J.	Court of Appeal	Divisional Court	Commercial List	Chambers
May 2	"	"	"	"	"	K. Eastern Circuit	"	"	"	"	"	"	"	"	N. Eastern Circuit
" 4	"	"	S.J.	Court of Appeal	"	"	"	"	"	"	"	Divisional Courts	"	"	"
" 11	"	N.J.	"	"	"	"	"	"	"	"	Manchester	"	"	"	"
" 13	"	"	"	"	"	Whitsun Vacation	"	"	"	"	"	"	"	"	Whitsun Vacation
" 19	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
" 20	"	1 Western Summer Circuit	"	"	"	"	"	"	"	"	"	"	Central Criminal Ct. intervening	1 S. Eastern Summer Circuit	"
" 23	"	"	"	"	Commercial List	N. Wales Summer Circuit 1st Part	"	"	"	"	C.J.	"	"	"	S. Wales Summer Circuit 1st Part
" 26	"	"	"	"	"	"	"	"	"	"	1 Midland Summer Circuit	"	"	"	"
" 29	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"

In re C W Temple-Barrow Expte F S Salaman, the Trustee v John Yorke
In re E Collins Expte F S Salaman, the Trustee v C F Smith
In re L Aarons (lately trading or carrying on business as R Lazarus & Co) Expte O Sunderland, the Trustee v Fanny Cohen Belinfanti

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" 4	"	"	S.J.	Court of Appeal	"	"	"	"	"	"	"	Divisional Courts	"	"	"
" 11	"	N.J.	"	"	"	"	"	"	"	"	Manchester	"	"	"	"
" 13	"	"	"	"	"	Whitsun Vacation	"	"	"	"	"	"	"	"	Whitsun Vacation
" 19	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"
" 20	"	1 Western Summer Circuit	"	"	"	"	"	"	"	"	"	"	Central Criminal Ct. intervening	1 S. Eastern Summer Circuit	"
" 23	"	"	"	"	Commercial List	N. Wales Summer Circuit 1st Part	"	"	"	"	C.J.	"	"	"	S. Wales Summer Circuit 1st Part
" 26	"	"	"	"	"	"	"	"	"	"	1 Midland Summer Circuit	"	"	"	"
" 29	"	"	"	"	"	"	"	"	"	"	"	"	"	"	"

The Property Mart.

Forthcoming Auction Sales.

April 29.—Messrs. HAMPTON & SONS, at the Mart, at 2: Freehold Residence (see advertisement, back page, April 4).

May 5.—Messrs. HAMPTON & SONS, at the Mart, at 2: Freehold Residence (see advertisement, back page, this week).

May 6.—Messrs. EDWIN FOX, BURNETT & BADDELEY, at the Mart, at 2: Freehold Ground Rent (see advertisement, back page, this week).

May 13.—Messrs. HAMPTON & SONS, at the Mart, at 2: Freehold Residences (see advertisement, front page, this week).

May 26.—Messrs. HARRODS, LTD., at the Mart, at 2: A newly-erected Residence (see advertisement, back page, this week).

Result of Sale.

Reversions, Life Policies, Shares, &c.

Messrs. H. E. FOSTER & CRANFIELD held their usual Fortnightly Periodical Sale of these interests, at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following lots were sold, at the prices mentioned:—

POLICIES OF ASSURANCE—		
For £1,000	Sold	£365
For £2,000	"	£865
ABSOLUTE REVERSIONS—		
To One-twelfth of £65,342 13s. 9d.	"	£2,150
To One-third of One-eleventh of £3,616 9s. 2d.	"	£80
RENT CHARGE of £6 4s. per annum	"	£120
10 5½ PER CENT. PREF. SHARES of £100 each, and 10 ORDINARY SHARES of £100 each, £80 paid, Grand Opera Syndicate (Ltd.)	"	£1,400

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, April 17.

BARNSDALE BROTHERS, LTD.—Creditors are required, on or before May 25, to send their names and addresses, and the particulars of their debts or claims, to Percy H. Henshaw, 15, Longrow, Nottingham, liquidator.

CHARNLEYS, LTD.—Creditors are required, on or before May 27, to send their names and addresses, and the particulars of their debts or claims, to James Goodier Bradshaw, 5, Chapel st, Preston, liquidator.

SANTA FE LAND CO, LTD.—Creditors are required, on or before April 30, to send in their names and addresses, and full particulars of their debts or claims, to Charles Lee Nichols, 1, Queen Victoria st, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, April 21.

BRITISH EAST AFRICA TRADING CO, LTD.—Creditors are required, on or before May 27, to send their names and addresses, and the particulars of their debts or claims, to Mr. George Edgar Corfield, 119, Finsbury pvmt, liquidator.

CAPE P. C. SYNDICATE, LTD.—Creditors are required, on or before May 27, to send their names and addresses, and the particulars of their debts or claims, to William George Hinton, 781-782, Salisbury house, London Wall, liquidator.

CLOVERINE FOOD CO, LTD.—Creditors are required, on or before June 9, to send in their names and addresses, and particulars of their debts or claims, to Albert Pennington, 14, London rd, Oldham, liquidator.

JOHNSON'S PATENT ROLLING MILL CO, LTD.—Creditors are required, on or before May 14, to send their names and addresses, and the particulars of their debts or claims, to Ernest Pidduck, 31, Cannon st, and James Mathieson Macfie, 99, King's rd, London, liquidators.

NETTLESHIP & CO, LTD. (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before May 15, to send their names and addresses, and the particulars of their debts or claims, to Arthur Charlesworth, 20, Copthall av, liquidator.

H. SEXTON & SONS, LTD.—Creditors are requested, on or before May 22, to send their names and addresses, and the particulars of their debts or claims, to Messrs. Bullimore & Bullimore, Queen st, Norwich.

WHEAL FLORENCE LTD.—Creditors are required, on or before May 25, to send in their names and addresses, and the particulars of their debts or claims, to Robert F. Veasey, 32, Broad St house, New Broad st, liquidator

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, April 10.

San Andreas Syndicate, Ltd.
Cheltenham Hill Billiard Club Co, Ltd.
J. C. Nicholson, Ltd.
Williams & Co. (Cinderford), Ltd.
King's Cross Decorators' Supply Co, Ltd.
Island (Para) Rubber Estates, Ltd.
Nottingham Southern Division Conservative Club Co, Ltd.
Forcar, Ltd.
Wilcock Patent Cord and Calico Manufacturing Co, Ltd.
Capital Exploitation, Ltd.
Burton Theatre, Ltd.
Glamorgan Motor and Engineering Co, Ltd.
Lambert Herbert Light Car Co. Ltd.
Deu scher Hill Vereag, Ltd.
Main Reef Extensions, Ltd.
Arana Steamship Co, Ltd.
Cotton Silk Co, Ltd.
London Balata and Rawhide Manufacturing Co, Ltd.
Samuel Porritt and Sons, Ltd.
Thames and Mersey Shipping Co, Ltd.
Kilburn and Hackney Picture Palaces, Ltd.
Snow Hill Brick Co, Ltd.
G Darnell and Son, Ltd
Ryan and Greenhous, Ltd.
Knotless Veilholds, Ltd.

London Gazette.—TUESDAY, April 14.

Blackburn Shoe Factory, Ltd.
Argentine Electrolytic Syndicate, Ltd.
W. & E. Brookshank, Ltd.
Carl Hagenbeck's Wonder Zoo and Circus Ltd.
Egyptian Ventures, Ltd.
Karina Nigerian Tin Co, Ltd.
Wassakoo Concessions, Ltd.
Weekly Budget, Ltd.

London Gazette.—FRIDAY, April 17.

Natural Color Kinematograph Co, Ltd.
Wright Electrical Sales Co, Ltd.
G. Naylor & Sons, Ltd.
Castle Cine Syndicate, Ltd.
Yorkshire Lawn Tennis Club, Ltd.
Parfumerie Francaise Nicolai, Ltd.
Messenger Patent Pneumatic Tyre Co, Ltd.
Henry Pearce, Ltd.
Wingate Empire Electric Theatre, Ltd.
Earle's Hotel, Ltd.
Middlesex Duck Plant, Ltd.
Londrome Syndicate, Ltd.

London Gazette—TUESDAY, April 21.

Wheal Florence, Ltd.
Jicaro Gold Estates, Ltd.
Enduratte Lendless Paint Co, Ltd.
Midas, Ltd.
Britannic Record Co, Ltd.
Airedale Chemical Co, Ltd.
Radion, Ltd.
George Dore, Ltd.
F.M.S. Tin Alluvials, Ltd.
E. M F., Ltd.
Baker Bros (Hanley), Ltd.
Dunkinfield Rope and Twine Co, Ltd.
Emir Tin Syndicate, Ltd.
Russper Syndicate, Ltd.
Leicestershire and Warwickshire Electric Power Syndicate, Ltd.
F. Dudley Abrahams, Ltd.
Cape P. C. Syndicate, Ltd.
British Ribbonite Lead Co, Ltd.
Typewriter Savers, Ltd.
Star Chemical Co, Ltd.
Central Lafon Tin Fields of Nigeria, Ltd.
Columbia Investments, Ltd.
Provincial Trading Co, Ltd.
British Mercantile Masters, Officers and Engineers Certificate Protection Society, Ltd.
New Central Omnibus Co, Ltd.
Oran Oil Co, Ltd.
West Green Electric Theatre, Ltd.

Creditors' Notices.

Under Estates in Chancery.

LAST DAY OF CLAIM.

London Gazette.—TUESDAY, April 14.

CHAYTOR Sir WALTER CLERVAUX, Witton Castle, Durham May 8 Maple & Co., Ltd. v Sir Edward Hugh Chaytor, Eve, J. Trotter, Bishop Auckland, Durham

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazett —FRIDAY, April 10.

ALBOROUGH, CHARLES, Stow Bridge, Norfolk, Grocer May 6 Reed & Wayman, Downham Market
ALLEN, JULIANA SARAH ELIZABETH, Yeovil May 1 Watts & Co, Yeovil
BAMFIELD, HARRIET Abbey rd, St John's Wood May 20 Underwood & Co, Holles st Cavendish sq
BEDDIE, JOHN, West Dilsbury, Manchester April 18 Hislop & Son, Manchester
BEEVOR, SOPHIA MELBA, Lowestoft May 23 Jeffery, Worcester
BOORMAN, MARY ANN, Faversham, Kent May 11 Smith & Payn, Faversham
BOOTH, FRANK, Handsworth, Staffs, Printer April 28 Jaques & Sons, Birmingham
BOUGHEY, Lady SARAH ANNABELLA, Shrewsbury May 20 Bischoff & Co, Great Winchester st
BRADLEY, MARY JANE, Kensington, Liverpool May 1 Holt, Bromsgrove
BRENNAN, FRANK D'ARCY, Hamfrith rd, Stratford, Fish Salesman May 31 Randall & Son, Copthall bldgs
BROWN, ANDREW ALEXANDER, Kingswood, Warwick, Coach Lace and Trimmings Manufacturer April 28 Jaques & Sons, Birmingham
CARTER, Col HARRY MOLYNEAUX, CB, Caister on Sea, Norfolk May 19 Ellis & Co, College hill
CHURCH, HENRY HUDSON, Plumstead, Architect June 1 Stone, Powis st, Woolwich
CRANKSHAW, HENRY EDWARD, Manchester, Painter May 14 Wise & Wise, Manchester
CRANSTONE, WILLIAM HENRY, Hemel Hempstead, Herts May 17 Smeathman, Hemel Hempstead
DAY, GEORGE, Saint Michael, Somerset May 20 Hagon & Teck, Bridgwater
DENNIS, ROBERT, Madeley rd, Ealing May 7 Dennis & Co, Lincoln's inn fields
DONAGHY, WILLIAM, Liverpool, Schoolmaster May 15 Batemans, Liverpool
GLADSTONE, BLANCHE, Bath May 8 Dewey, Moorcroft rd, Streatham hill
GRAHNERT, EMIL GEORGE FREDERICK, Earl's Court rd May 20 Barlow & Co, Fenchurch st
GRIFFITHS, HANNAH, Digbeth, Birmingham May 14 Pritchard, Birmingham
HAINES, ROBERT JAMES, Queen's Gate, South Kensington May 20 Hazel & Baines, Oxford
HANCOAT, LEWIS, Upper st, Islington, Master Tailor May 4 Griffinhoofe & Brewster, King's Bench walk, Temple
HAND, ANNIE, Old Colwyn, Carnarvon April 30 Prior, Colchester
HART, ARTHUR, Oxford st May 20 Cruesemann & Rouse, Gracechurch st
HAYWARD, EDWARD JOHN, Westmoreland rd, Camberwell, Licensed Victualler May 7 Niedermayer & Skinner, Eastbourne
HOUNSOME, ELIZABETH, West Lies, Hants May 6 Burley, Petersfield
HOWARD, LOUISA, Eastbourne May 9 Fellowes & Co, Gt Winchester st
HUMPHREY, FRANCES, Bromley, Kent May 16 Hodge, Bromley
JACKSON, CYRIL FREDERICK WESTROPP, Teignmouth May 23 Tozer & Dell, Teignmouth
JAMES, WILLIAM, Sevenoaks, Kent May 16 Evans & Co, John st, Bedford row
JAMESON, ELIZABETH, Four Oaks, Warwick April 28 Jaques & Sons, Birmingham
JENKINS, JOSEPH ARTHUR, Handsworth, Insurance Manager May 14 Pritchard, Birmingham
LAND, CHARLES, Huddersfield, Carrier May 1 Booth & Wright, Huddersfield
LOFFT, MARY WHITTRED CAPEL, Leinster sq, Bayswater May 21 Welman & Sons, Southampton st, Bloomsbury sq
MAHON, GRACE CATHERINE PAKENHAM, Westbrook, nr Ryde, Isle of Wight May 14 Hores & Co, Lincoln's inn fields
MAIER, ADOLPH, Southampton st, Camberwell, Jeweller May 6 Hogan & Hughes Arthur st, London Bridge
MAYO, JOHN, Wimborne, Dorset April 30 Dibben & Co, Wimborne
MITCHELL, GEORGE, Ford, Northumberland May 9 Sanderson & Weatherhead, Berwick upon Tweed
MOORE, EMILY JANE, Painswick, Gloucester April 30 Green, Cradley Heath
NATHAN, VICTOR, Didsbury May 7 Hewitt & Son, Manchester
NELSON, ANNA MARIA, Queen Anne's grove, Bedford Park May 12 Nisbet & Co, Lincoln's inn fields
NELSON, ARTHUR, Queen Anne's grove, Bedford Park May 12 Nisbet & Co, Lincoln's inn fields
NOTT, MARY ELIZABETH, Castletown rd, West Kensington May 16 Whitgreave & Co, Craven st
PITTS, MARY, Feock, Cornwall April 30 Bennetts, Truro
PROUDFOOT, ELIZABETH, New Elvet, Durham May 25 Newlands & Newlands, Jarrow on Tyne
RIDSDALE, MARY REBECCA, Bagni di Lucca, Italy May 18 Fladgate & Co, Craig's ct Charing Cross
ROBERTS, FRANK DOUGLAS, Dibrugarh, Assam May 18 Loughborough & Co, Austin friars
ROGERS, LUCY SCOTT, Stechford, Worcester May 15 Mason & Son, Birmingham
RYAN, JOHN, Sutherland rd, Ealing May 16 Champness & Co, Serjeant's inn
SMALE, GEORGE FREDERICK WILLIAM, Guildford May 18 Preston & Foster, Craig's Court House, Charing Cross
SMITH, WILLIAM, Brighton, Dining Room Proprietor May 11 Hooper, Brighton
SPEARMAN, ROBERT WICKHAM MORANT, Tunbridge Wells, May 16 Bretherton & Murton-Neale, Tunbridge Wells
SYER, ALFRED CHARLES, Folkestone May 1 Hillearys, Fenchurch bldgs
WADDELL, ANNE ELIZABETH, Sandgate, Kent May 18 Bradley & Hulme, Folkestone

London Gazette—TUESDAY, April 14.

BELYEA, GEORGE ALBERT, Ainsdale, Lancs, Chandler's Manager May 26 Cornish & Forfar, Liverpool
CRAWFORD, GEORGIANA, Bath June 24 Chesterman & Sons, Bath
DELPRATT, JANET AMELIA, Folkestone May 9 Pennington & Son, Lincoln's-inn fields
FORBES, JOSEPH MALPAS, Sidcup, Kent April 30 Bartlett & Son, Bush ln
GREEN, ARTHUR JAMES, Upper Norwood May 16 Martin & Nicholson, Queen st
HANSARD, ARTHUR AGAR, St Leonards on Sea May 9 Maddison & Co, Old Jewry
HOFFMANN, ELIZA, Holland pk May 9 Hughes, Edgware rd
NASH, ALICE MAY, Cheltenham May 30 Harwood & Co, Bristol
NASH, CLIFFORD EVANS FOWLER, Cheltenham May 30 Harwood & Co, Bristol
PARRY, HENRY JAMES, Parsons Green, Fulham May 9 Walker, St Stephen's chmbrs, Telegraph st
PENROSE, ELIZABETH, Addlestone, Surrey May 9 Robins & Co, Lincoln's inn fields
PRICHARD, SELINA, Leamington May 28 Bartlett & Son, Bush ln
SHOESMITH, ROBERT WALKER, Halifax, Solicitor May 23 Longbotham & Sons Halifax
SKILLEN, ISABELLA, Southsea May 15 Palmer, Gosport
SPRINGALL, ISABELLA MARIA, Great Yarmouth May 9 Burton & Son, Great Yarmouth
ST AUBYN, EDWARD, Devonport May 12 Dawson & Co, New sq
TURNER, ANNE SELINA, Bath June 24 Chesterton & Sons, Bath

London Gazette—FRIDAY, April 17.

BAILEY, HENRY, Selsted, nr Dover, Farmer May 30 Hall, Folkestone
BELL, JOSEPH CARTER, Higher Broughton, Salford May 15 Wilson & Co, Manchester
BLUNDELL, EDWARD HUGH MOSS, North Ferriby, Yorks May 18 Moss & Co, Hull
BOAM, GEORGE HENRY, Derby, Bank Clerk May 15 Briggs, Derby
BROOKS, JAMES, Kingston upon Hull, Skipper May 14 Pearlman, Hull
CHRISTISON, HENRY LINDSAY, Berwick upon Tweed, Grocer May 11 J C & R Weddell, Berwick upon Tweed
COWBURN, JOHN, Higher Broughton, Salford May 14 Lloyd, Manchester
CROMPTON, THOMAS CHRISTIAN, Stretford, Manchester, Corn Miller May 30 Walker & Co, Manchester
CUNNINGHAM, JOHN WILLIAM, Blackfriars rd, Ironmonger May 19 Fenn, New Bridge st
DAVIS, ALFRED EDWARD MAIDLOW, Bishopsgate, Chartered Accountant May 30 Lumsden, New Broad st
EVANS, JAMES, Merthyr Vale, Glam, Licensed Victualler May 23 James & Co, Merthyr Tydfil
FILLAN, JAMES COX, Dominica, British West Indies May 23 White, Stevenage House Holborn viaduct
GLOVER, MARY, Oldham May 1 Hollroyd, Oldham
GRIFFITHS, JOHN, Worsley, Lancs May 1 Weston & Co, Manchester
HARTLEY, JAMES, Burnley, Bookseller May 8 Steele, Burnley
KNIGHT, GEORGE BULBECK, Bury St Edmunds, Hotel Proprietor May 2 Bankes & Co, Bury St Edmunds
LANDER, GEORGE, Aylesbury May 31 Flux & Co, Great St Helens
LISTER, MARY TURVILLE, Hawridge, Bucks June 1 Woodbridge & Sons, Serjeant's inn, Fleet st
LLEWELLYN, EVAN HENRY, Burrington, Somerset June 1 Wood, Wrington
LOWE, ELIZA, Holland Park May 30 Mott & Son, Bedford row
MARSDEN, WILLIAM, Blackpool May 1 Kay, Blackpool
MATHER, ELIZA ELLEN, Hazel Grove, Cheshire May 18 Sidebotham & Sidebotham Stockport
MORRIS, THOMAS, West Hartlepool May 10 Fryer & Webb, West Hartlepool

MUNRO, JOHN THOMAS HECTOR, De Beauvoir Town, Kingsland, Furniture Dealer May 20 Dunkerton & Son, Bedford row
PAINTER, WILLIAM HENRY, Lowestoft June 2 Wiltshire & Co, Lowestoft
PAINTER, SARAH JANE, Lowestoft June 2 Wiltshire & Co, Lowestoft
PALMER, MARY ALLEN, Southampton row May 17 R & R F Kidd, North Shields
PEARSE, ALFRED, Stockport, Cheshire May 18 Sidebotham & Sidebotham, Stockport
PETERSON, SVANTE, Kingston upon Hull, Able Seaman May 14 Pearlman, Hull
PHILLIPS, THOMAS, West Malling, Kent May 10 Monckton & Co, Maids one
POLLARD, CATHERINE ELIZABETH, Beyrout, Syria July 1 Smith, Bedford row
PRESCOTT, MARY ELIZABETH, Leigh, Lancs May 20 Gilroy & Speakman, Leigh
PRIEST, THOMAS, Ickleford, nr Hitchin, Herts May 18 Hocombe, John st, Bedford row
REEVE, WILLIAM ANWORTH ABLE, Southsea June 1 Taylor & Co, Strand
SANDBACH, MIRA LEE, Ellesmere, Salop May 30 Hughes, Chester
SCHULTZ, LAWRENCE, Kingston upon Hull May 14 Pearlman, Hull
SHILLAKER, GEORGE, Uffington, Lincoln May 17 Sharpe & Co, Market Deeping, Lincs
STRINGFELLOW, MARY ANN, Wigan May 5 Gibson, Wigan
TRUEMAN, MARY, Ashton under Lyne May 23 Johnsons, Stockport
VANDENBOSSCHE, CORNEILLE JOSEPH, Caledonian rd May 30 Mote & Son, Gray's inn sq
WHICHELOW, GEORGE THOMAS, Tanner st, Bermondsey May 31 Flux & Co, Great St Helens
WISE, Dr WILLIAM CLUNIE, Ravensbourne gdns, West Ealing May 15 Layton & Webber, St Helens pl

Bankruptcy Notices.

London Gazette—TUESDAY, April 14.

RECEIVING ORDERS.

BANNELL, FREDERICK VINCENT HART, Brentford, Coach Body Builder Brentford Pet April 9 Ord April 9
ELLENDER, CHRISTOPHER, East Liss, Hants, Ironmonger Portsmouth Pet April 9 Ord April 9
GAMBLING, ROBERT, Chichester' Harness Maker Brighton Pet April 9 Ord April 9
GREEN, WALTER JAMES, Sheffield, Steel Manager Sheffield Pet April 9 Ord April 9
LENTON, FREDERICK HARVEY, Nuneaton, Grocer Coventry Pet April 9 Ord April 9
MOSCROP, HAROLD, Market Drayton, Salop' Tobacconist Nantwich and Crewe Pet April 9 Ord April 9
MURGATROYD, OLIVER, Knottingley, Yorks, Joiner Wakefield Pet April 9 Ord April 9
PEASE, WILLIAM HENRY, Scarborough, Electrical Engineer Sheffield Pet April 9 Ord April 9
PINNEY, HAROLD, Gresham rd, Brixton, Builder and Contractor High Court Pet April 9 Ord April 9
ROSS, DAVID ANGUS, Craven House, Kingsway, Surveyor High Court Pet Feb 10 Ord April 9
WRATISLAW, THEODORE, Somerset House High Court Pet Feb 18 Ord April 9
YEATES, LEONARD ERNEST, Orpington, Kent, Hosier Croydon Pet April 8 Ord April 8

FIRST MEETINGS

AINSWORTH and DRURY, Worcester, Motor Engineers April 24 at 11 Off Rec, 11, Copenhagen st, Worcester
BROCKLESBY, CHARLES HERBERT, North Kelsey, Lincs, Farmer April 23 at 12.30 Off Rec, 10, Bank st, Lincoln
BROWN, THOMAS MARTYN, Weston super Mare, Draper April 22 at 11.45 Off Rec, 26, Baldwin st, Bristol
GAMBLING, ROBERT, Chichester, Harness Maker April 22 at 11 12A, Marlborough pl, Brighton
HODKINSON, JOHN ROBERT, Winsford, Chester April 23 at 12.30 Off Rec, King st, Newcastle, Staffordshire
HUGHES, THOMAS JOHN, Aberfan, Merthyr Tydfil April 24 at 12 Off Rec, County Court, Town Hall, Merthyr Tydfil
JANNEY, WALTER, Great Grimsby, Grocer April 22 at 11 Off Rec, St Mary's chmbrs, Great Grimsby
NIGHTINGALE, ALBERT, Ramsey, Essex, Baker April 22 at 2.45 36, Princes st, Ipswich
PERCY, WILLIAM HAROLD TOLLEY, Peverell, Plymouth, Boot Repairer April 22 at 3.30 7, Buckland ter, Plymouth
PIKE, THOMAS, Aylesbeare, Devon, Farmer April 24 at 11.30 Off Rec, 9, Bedford cir, Exeter
STAMMERS, THOMAS, Sudbury, Suffolk, General Warehouseman April 22 at 2.30 36, Princes st, Ipswich
TAYLOR, JOHN RICHARD, Lincoln, Butcher April 23 at 12 Off Rec, 10, Bank st, Lincoln
WHITEHEAD, RALPH, Wroughton, Swindon, Wilts April 24 at 3.45 Off Rec, 38, Regent cir, Swindon
YEATES, LEONARD ERNEST, Orpington, Kent, Hosier April 21 at 11.30 132, York rd, Westminster Bridge rd

ADJUDICATIONS.

BANNELL, FREDERICK VINCENT HART, Brentford, Coach Body Builder Brentford Pet April 9 Ord April 9
DAVENPORT, HARRY, Stretford, Lancs, Bootmaker Salford Pet April 6 Ord April 9
ELIAS, WILLIAM ALFRED, Liverpool, Barrister at Law Liverpool Pet Jan 13 Ord April 9
ELLENDER, CHRISTOPHER, East Liss, Hants, Ironmonger Portsmouth Pet April 9 Ord April 9
GAMBLING, ROBERT, Chichester, Harness Maker Brighton Pet April 9 Ord April 9
GREEN, WALTER JAMES, Sheffield, Steel Manager Sheffield Pet April 9 Ord April 9
LANE, CHARLES JOHN, Wallasey, Chester, Fruit Salesman Liverpool Pet Mar 17 Ord April 9
LENTON, FREDERICK HARVEY Nuneaton, Grocer Coventry Pet April 9 Ord April 9
MOSCROP, HAROLD, Market Drayton Salop, Tobacconist Nantwich Pet April 9 Ord April 9
MURGATROYD, OLIVER, Knottingley, Yorks, Joiner Wakefield Pet April 9 Ord April 9
PEASE, WILLIAM HENRY, Scarborough, Electrical Engineer Sheffield Pet April 9 Ord April 9
PINNEY, HAROLD, Gresham rd, Brixton, Builder High Court Pet April 9 Ord April 9
RAINE, JAMES, East Brough, Yorks Kingston upon Hull Pet Feb 18 Ord April 9
WATSON, J, Wool Exchange, Clothing Manufacturer High Court Pet Jan 26 Ord April 9
WOODMAN, HENRY, FREDERICK THOMAS WOODMAN, EDWIN CHARLES WOODMAN and GEORGE WOODMAN, Birmingham, Builders Birmingham Pet April 8 Ord April 9
ZIMBLER, ISAAC, Ash-grove, Hackney, Boot Manufacturer High Court Pet Feb 13 Ord April 9

London Gazette—FRIDAY, April 17.

RECEIVING ORDERS.

AARON, LEWIS, Broadway, Westminster, Tobacconist High Court Pet Mar 24 Ord April 15
CLOSE, EDMUND BATEMAN, Bedale, Yorks, Steam-hauling Contractor Northallerton Pet April 8 Ord April 8
FEDDERMAN, MARCUS, Higher Broughton, Salford, Chemist Manchester Pet April 2 Ord April 9
HARRAWAY, WALTER, Weston super Mare, Furniture Broker Bridgwater Pet Mar 31 Ord April 15
HEWITT, GORDON FLETCHER, Manchester, Cinematograph Film Producer Manchester Pet Jan 6 Ord April 15
JACKSON, JOSEPH, Margate, Licensed Victualler Canterbury Pet April 8 Ord April 9
JONES, JOHN, Llanengan, nr Pwllheli, Farmer Portmadoc Pet April 9 Ord April 9
LEY, CHAS H & Co, Bush ln, Hardware Merchants High Court Pet Mar 18 Ord April 15
LOWIS, RICHARD EBDLE, Shap, Westmorland, Labourer Carlisle Pet April 15 Ord April 15
MICHAELSON, VICTOR, Glasshouse st, Regent st, Moneylender High Court Pet Feb 11 Ord April 15
MORGAN, EDGAR, and Co, Southwark st, Southwark, Importers High Court Pet Mar 17 Ord April 15
PERKINS, ALGERNON EDWARD, Pall Mall High Court Pet Mar 12 Ord April 15
PILLING, JAMES, Gorton, Manchester, Yarn Merchant Manchester Pet Mar 31 Ord April 15
PIPER, ROBERT, Swansea, Shoemaker Swansea Pet April 15 Ord April 15
POWERS-POTTS, T M, Teddington High Court Pet Mar 18 Ord April 15
RENNEBARTH, ARNOLD N, Lambolle rd, Hampstead High Court Pet Mar 6 Ord April 15
SLADE, JAMES WALTER, Weymouth, General Dealer Dorchester Pet April 15 Ord April 15
SUCKLING, PHILIP, Wigmore st, Theatrical Manager High Court Pet Mar 23 Ord April 9
THOMAS, DAVID, Trebanog, Glam, Collier Pontypridd Pet April 15 Ord April 15
THOMAS, JOHN NATHANIAL, Holyhead, Farmer Bangor Pet Feb 18 Ord April 14

FIRST MEETINGS.

AGELASTO, AUGUSTUS S, Gloucester terr, Hyde Park April 28 at 11 Bankruptcy bldgs, Carey st
ALLEN, EDWIN SAMUEL, Strand April 27 at 12 Bankruptcy bldgs, Carey st
ANGELL, JOHN, Charles st April 27 at 1 Bankruptcy bldgs, Carey st
CLARIDGE, S. C., Well walk, Hampstead, Licensed Victualler April 27 at 11.30 Bankruptcy bldgs, Carey st
CLARKE, ERNEST CHARLES, Luton, Straw Hat Manufacturer April 29 at 12 Chamber of Commerce, 29, King st, Luton
CUSACK, J, Amhurst pk, Stamford Hill, School Proprietor April 28 at 1 Bankruptcy bldgs, Carey st
DAVENPORT, HARRY, Stretford, Lancs, Bootmaker April 27 at 3.30 Off Rec, Byrom st, Manchester
DAWSON, HERBERT TOWNLEY, Oldham, Schoolmaster April 28 at 11.30 Off Rec, Greaves st, Oldham
DE LUCOVICH, OSCAR TREPONI VICTOR, Eaton sq April 27 at 11 Bankruptcy bldgs, Carey st
ELLENDER, CHRISTOPHER, East Liss, Hants, Ironmonger April 27 at 3 Off Rec, Cambridge June, High st, Portsmouth
HARWIN, KATE CAROLINE, and GEORGE WILLIAM HARWIN, Blackstock rd, Finsbury pk, Manufacturers of Art Needlework April 29 at 12 Bankruptcy bldgs, Carey st
LANE, CHARLES JOHN, Wallasey, Chester, Fruit Salesman April 24 at 11 Off Rec, Union Marine bldgs, Dale st, Liverpool
LENTON, FREDERICK HARVEY, Nuneaton, Grocer April 24 at 11.45 Off Rec, 8, High st, Coventry
LOWIS, RICHARD EBDLE, Shap, Westmorland, Labourer April 27 at 12.15 34, Fisher st, Carlisle
MCALISTER, JOHN, Blyth, Confectioner April 28 at 11 Off Rec, 30, Mosley st, Newcastle upon Tyne
MOSCROP, HAROLD, Market Drayton, Tobacconist April 24 at 12 Off Rec, King st, Newcastle, Staffordshire
MOYSE, A J, Putney, Company Director April 29 at 1 Bankruptcy bldgs, Carey st
MURGATROYD, OLIVER, Knottingley, Yorks, Joiner April 27 at 11 Off Rec, 21, King st, Wakefield
PINNEY, HAROLD, Gresham rd, Brixton, Builder April 29 at 11 Bankruptcy bldgs Carey st
RALPH, ROBERT, Ilfracombe, Fishmonger April 28 at 1 94, High st, Barnstaple
RICHARDSON, THOMAS WILLIAM, Luton, Builder April 29 at 12.30 Chamber of Commerce, 29, King, st, Luton
ROSS, DAVID ANGUS, Craven House, Kingsway, Surveyor April 29 at 12 Bankruptcy bldgs, Carey st
SHILLAKER, LEWIS WILLIAM, Nottingham, Grocer April 24 at 11 Off Rec, 4, Castle pl, Park st, Nottingham
SMITH, DAVID, & Co, Lion ct, Fleet st, Dealers in Electric Lamps April 29 at 11.30 Bankruptcy bldgs, Carey st
STANSFIELD, ELIZABETH, Glossop April 27 at 3 Off Rec, Byrom st, Manchester
WILKINS, JOSEPH WILLIAM, Penrith, Licensed Victualler April 27 at 12.15 34, Fisher st, Carlisle
WRATISLAW, THEODORE, Somerset House, London April 29 at 1 Bankruptcy bldgs, Carey st

ADJUDICATIONS.

CLOSE, EDMUND BATEMAN, Bedale, Yorks, Steam Hauling Contractor Northallerton Pet April 8 Ord April 8
JACKSON, JOSEPH, Margate, Licensed Victualler Canterbury Pet April 8 Ord April 9
JONES, JOHN, Llanengan, nr Pwllheli, Farmer Portmadoc Pet April 9 Ord April 9
LANCASTER, WILLIAM HENRY, Darlington, Agent Stockton on Tees Pet Feb 6 Ord April 9
LOWIS, RICHARD EBDLE, Shap, Westmorland, Labourer Carlisle Pet April 15 Ord April 15
NICOL, ROBERT HENRY, Erith, Kent High Court Pet Feb 4 Ord April 15
PIPER, ROBERT, Swansea, Shoemaker Swansea Pet April 15 Ord April 15
POPE, FREDERICK, Strand, Company Promoter High Court Pet Sept 29 Ord April 15
SLADE, JAMES WALTER, Weymouth, General Dealer Dorchester Pet April 15 Ord April 15
THOMAS, DAVID, Trebanog, Glam, Collier Pontypridd Pet April 15 Ord April 15
WHITEHEAD, RALPH, Wroughton, Swindon Swindon Pet Mar 7 Ord April 15
WINEGARTEN, DAVID, and RAPHAEL SHACKMAN, Bishopsgate, Wholesale Manufacturing Furriers High Court Pet Mar 4 Ord April 8